
CARRIER-TO-CARRIER AGREEMENT CHECKLIST

INSTRUCTIONS: Please complete all applicable parts of this form and submit it with related materials when filing a carrier-to-carrier agreement pursuant to 47 U.S.C. 252 and OAR 860-016-0000 et al. The Commission will utilize the information contained in this form to determine how to process the filing.

1. PARTIES

	<i>Requesting Carrier</i>	<i>Affected Carrier</i>	
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3. TYPE OF FILING (Check all that apply. For example, parties seeking to adopt a previously approved agreement with new negotiated amendments should check both "Adoption" and "Amendment" categories.)

Adoption: Adopts interconnection agreement previously approved by the Commission.
Parties to prior agreement _____ & _____
Approved in Docket ARB _____, Order No(s). _____

Does filing adopt amendments to base agreement previously approved by the Commission?

NO
 YES, approved in Docket ARB _____, Order No(s). _____

New Agreement: Seeks approval of new negotiated agreement.
Does this filing replace an agreement between the same parties that was previously approved by the Commission?
 NO
 YES, approved in Docket ARB 227, Order No(s). by letter

Amendment: Amends an existing carrier-to-carrier agreement.
If the original agreement was negotiated, has it been approved by Commission?
 NO, decision pending in Docket ARB _____
 YES, approved in Docket ARB _____, Order No(s). _____

If original agreement was an adoption, what was its docket number? Docket ARB _____

Other: Please explain.

**AGREEMENT FOR TERMS AND CONDITIONS FOR INTERCONNECTION,
UNBUNDLED NETWORK ELEMENTS, ANCILLARY SERVICES, AND RESALE OF
TELECOMMUNICATIONS SERVICES PROVIDED BY**

QWEST CORPORATION

IN THE STATE OF OREGON

FOR

SBC TELECOM, INC.

January 14, 2002

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SECTION 1.0 - GENERAL TERMS/NEGOTIATED AGREEMENT

1.1 This Agreement ("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 This document is being used as the basis for negotiations of an Interconnection Agreement, and is between SBC Telecom, Inc., ("SBCT") a Delaware corporation, and Qwest Corporation ("Qwest"), a Colorado corporation, 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.

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

1.4 Following the date this Agreement is approved or allowed to take effect, Qwest may file amendments to this Agreement, which shall be approved or permitted to take effect pursuant to the Schedule for Review set forth in Section 252(f) of the Act. At the time any amendment is filed, the section amended shall be considered withdrawn, and no CLEC may adopt the section considered withdrawn following the filing of any amendment, even if such amendment has not yet been approved or allowed to take effect.

1.5 Qwest and SBCT mutually agree as follows:

SECTION 2.0 - INTERPRETATION AND CONSTRUCTION

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

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

SECTION 3.0 - IMPLEMENTATION SCHEDULE

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

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

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

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

3.4 SBCT will provide an initial two year forecast prior to placing any orders for service under this Agreement. During the first year of the term of this Agreement, the forecast shall be updated and provided to Qwest on a quarterly basis. During the remaining term of this Agreement, SBCT will provide updated forecasts from time to time, as requested by Qwest. The information provided pursuant to this paragraph shall be considered Proprietary Information under the Nondisclosure Section of this Agreement. The initial forecast will minimally provide:

- 3.4.1 The date service will be offered (by city and/or state);
- 3.4.2 The type and quantity of service(s) which will be offered;
- 3.4.3 SBCT's anticipated order volumes; and
- 3.4.4 SBCT's key contact personnel.

SECTION 4.0 - DEFINITIONS

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

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

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

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

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

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

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

4.8 "Bellcore" means Bell Communications Research, Inc. and its successors.

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

4.10 "Business Day" shall mean Monday through Friday, holidays excepted.

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

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

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

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

4.13.2 "Tandem Office Switches" which are used to connect and switch trunk circuits between and among other End Office Switches. SBCT switches shall be considered Tandem Office Switch(es) to the extent such switch(es) actually serve(s) the same geographic area as Qwest's Tandem Office Switch or is used to connect and switch trunk circuits between and among other Central Office Switches. Access tandems provide connections for exchange access and toll traffic, and Jointly Provided Switched Access traffic while local tandems provide connections for Exchange Service EAS/Local Traffic.

4.14 "Centrex" means a Telecommunications Service associated with a specific group of lines that uses Central Office switching equipment for call routing to handle direct dialing of call and to provide many private branch exchange-like features.

4.15 "Commission" means the Oregon Public Utility Commission.

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

4.17 "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").

4.18 "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.

4.19 "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.

4.20 "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.

4.21 "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.

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

4.23 "Exchange Access (IntraLATA Toll)" is defined as the offering of access to

telephone exchange services or facilities for the purpose of the origination or termination of telephone toll services. Exchange Access is provided in accordance with Qwest's current IntraLATA toll serving areas, as determined by Qwest's state and interstate Tariffs and excludes toll provided using Switched Access purchased by an IXC.

4.24 "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 Bellcore document that defines industry standards for exchange message records.

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

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

4.27 "Firm Order Confirmation Date" or "FOC" means the notice Qwest provides to SBCT to confirm that SBCT's 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.

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

4.29 "Interconnect & Resale Resource Guide" is a Qwest document that provides information needed to request services available under this Agreement. It is available on Qwest's Website: <http://www.uswest.com/wholesale/productsServices/irrg/TABL1-0.html>.

4.30 "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.

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

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

4.33 "Jointly Provided Switched Access" - 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.

4.34 "LERG" means Location Exchange Routing Guide, a Bellcore document that lists all End Offices and describes their relationships to Tandem Offices.

4.35 "Local Exchange Carrier" (LEC) means any carrier that is engaged in the provision of telephone Exchange Service or Exchange Access. Such term does not include a carrier insofar as such carrier is engaged in the provision of a commercial mobile service under Section

332(c) of the Act, except to the extent that the FCC finds that such service should be included in the definition of such term.

4.36 "Local Interconnection Service (LIS) Entrance Facility" is a DS1 or DS3 facility that extends from SBCT'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.

4.37 "Local Interconnection Service (LIS)" is a terminating, trunk-side service provided between the POI of SBCT's network and Qwest's network for the purpose of completing calls from SBCT's end user customers to Qwest's end user customers. Exchange Service EAS/Local calls begin and end within a Local Calling Area or Extended Area Service (EAS) area which has been defined by the Commission. Trunking connections for these local calls may exist between SBCT and Qwest's End Offices or Local Tandem. Exchange Access (IntraLATA and Toll) or Jointly Provided Switched Access calls are completed with trunking connections to the access tandem.

4.38 "Local Loop Transmission" or "Loop" or "Unbundled Loop" means the entire transmission path which extends from the network interface device or demarcation point at an end user's premises to the Main Distribution Frame or other designated frame or panel in a Party's Wire Center which serves the end user.

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

4.40 "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.

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

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

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

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

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

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

4.47 "Party" means either Qwest or SBCT and "Parties" means Qwest and SBCT.

4.48 "Physical Collocation" is as defined in 47 C.F.R. § 51.5.

4.49 "Plant Test Date" or "PTD" means the date acceptance testing is performed with SBCT.

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

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

4.52 "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.

4.53 "Private Line Transport Service" shall be as defined in the applicable Qwest State Private Line tariff.

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

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

4.56 "Rate Center Area" is the geographic area within which basic exchange services are provided for NPA-NXX designations associated with a particular Rate Center.

4.57 "Ready for Service" or "RFS" – means a Collocation job is considered to be Ready for Service when all operational work is done: DC power (fuses available, Battery Distribution

Fuse Board (BDFB) is powered, and cables between SBCT and power are terminated), cage enclosures, primary AC outlet, cable racking, and circuit terminations (e.g. fiber jumps are placed between the outside plant fiber distribution panel and the Central Office fiber distribution panel serving SBCT) are complete.

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

4.59 "Remote Premises" means all Qwest Premises as defined in 4.52, 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.

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

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

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

4.63 "Serving Wire Center" denotes the Wire Center from which dial tone for local exchange service would normally be provided to a particular Customer end-user Premises.

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

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

4.66 "SS7" means Signaling System 7, an out-of-band signaling system.

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

4.68 "Synchronous Optical Network" ("SONET") means an optical interface standard that allows inter-networking of transmission products from multiple vendors. The base rate is 51.84 Mbps (OC-1/STS-1) and higher rates are direct multiples of the base rate, up to 13.22 Gpbs.

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

4.70 "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.

4.71 "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.

4.72 "Unbundled Network Element Platform (UNE-P)" – is a combination of unbundled network elements, including Unbundled Loop, Unbundled Local Switching and Shared Transport. There are several forms of UNE-P, including single line residence, single line business, and PBX Trunks.

4.73 "UNE Combination" means a combination of legally binding and effective Section 251(c)(3) unbundled network elements that have been defined to meet the necessary and impair requirements of Section 251(d)(1). UNE Combinations are provided to SBCT in a combined state, on an "as is" basis, and at Section 252(d)(1) rates. UNE combinations include UNE-P and Private Line Combinations.

4.74 "Virtual Collocation" is as defined in 47 C.F.R. § 51.5.

4.75 "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 Office Switch(es), used for the provision of Basic Exchange Telecommunications Services and Access Services, are located.

4.76 "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.

4.77 The xDSL-I Loop ("IDSL") transports bi-directional, two-wire, Digital Subscriber Line signals with a nominal transmission rate of 160 kbit/s and will meet the performance requirements specified in U S WEST's Technical Publication 77384. It shall permit access from 128 kbit/s to 144 kbit/s, unchannelized payload bandwidth for transport of IDSL Services.

4.78 Terms not otherwise defined here in Section 4 but defined in the Act shall have the meaning defined in the Act.

SECTION 5.0 - TERMS AND CONDITIONS

5.1 General Provisions

5.1.1 Structure. This Agreement includes certain Exhibits referenced herein, all of which are hereby incorporated into the Agreement by the reference and constitute a part of the Agreement.

5.1.2 The headings contained in this Agreement are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of the Agreement.

5.1.3 Unless the context shall otherwise require, any reference to an agreement, statute, regulation, rule or tariff is to such agreement, statute, regulation, rule or tariff, as amended and supplemented from time to time (and, in the case of a statute, regulation, rule, or tariff, to any successor provision).

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

5.1.5 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.

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

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

5.1.8 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.

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

5.2 Term of Agreement

5.2.1 When this document is used for purposes of negotiating an Interconnection Agreement, this Agreement shall become effective upon Commission approval, pursuant to Sections 251 and 252 of the Act. This Agreement shall be binding upon the Parties upon the Effective Date and shall expire on June 30, 2003. This expiration date is from the Sprint Communications Company, L.P. Interconnection Agreement (Agreement No. CDS-010201-

0015), and applies to this Agreement due to SBCT's election to "Pick and Choose" the Access to Poles, Ducts, Conduits and Rights of Way Section from the Sprint Agreement. In the event the Parties negotiate an amendment to the Access to Poles, Ducts, Conduits and Rights of Way Section of this Agreement, the Parties agree to discuss the termination date of this Agreement.

5.2.2 Upon expiration of the term of this Agreement, this Agreement shall continue in force and effect until terminated by either Party on no less than one hundred sixty (160) days written notice to the other Party. The date of this notice will be the starting point for the one hundred sixty (160) day negotiation window under Section 252 of the Act. If the Parties reach agreement, this Agreement will terminate on the date specified in the notice or on the date the new agreement is approved by the Commission, whichever is later. If the Parties arbitrate, this Agreement will terminate when the new agreement is approved by the Commission.

5.2.2.1 Prior to the conclusion of the term specified above, SBCT may obtain interconnection services under the terms and conditions of a then-existing agreement to become effective at the conclusion of the term.

5.3 Proof of Authorization

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

5.3.1.1 The end user's written Letter of Authorization.

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

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

5.3.1.4 Or other such authorization permitted by applicable law.

5.3.2 The Parties shall make POAs available to each other upon request, in accordance with applicable laws and rules. A charge of \$100.00 will be assessed if the POA cannot be provided supporting the change in service provider. If there is a conflict between the end user designation and the other Party's written evidence of its authority, the Parties shall honor the designation of the end user and change the end user back to the previous service provider.

5.4 Payment

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

5.4.2 Qwest may discontinue processing orders for the failure of SBCT to make full payment, less any disputed amount as provided for in this Section, for the services provided under this Agreement within thirty (30) days of the due date on SBCT's bill. Qwest will notify

SBCT in writing at least ten (10) days prior to discontinuing the processing of orders. If Qwest does not refuse to accept additional orders on the date specified in the ten (10) days notice, and SBCT's non-compliance continues, nothing contained herein shall preclude Qwest's right to refuse to accept additional orders from SBCT without further notice. For order processing to resume, SBCT will be required to make full payment of all past and current charges. Additionally, Qwest may require a deposit (or additional deposit) from SBCT, pursuant to this Section.

5.4.3 Qwest may disconnect any and all services for failure by SBCT to make full payment, less any disputed amount as provided for in this Section of this Agreement, for the services provided under this Agreement within sixty (60) days of the due date on SBCT's bill. SBCT will pay the Tariff charge required to reconnect each resold end user line disconnected pursuant to this paragraph. Qwest will notify SBCT in writing at least ten (10) days prior to disconnection of the service(s). In case of such disconnection, all applicable charges, including termination charges, shall become due. If Qwest does not disconnect SBCT's service(s) on the date specified in the ten (10) days notice, and SBCT's noncompliance continues, nothing contained herein shall preclude Qwest's right to disconnect any or all services of SBCT without further notice. For reconnection of service to occur, SBCT will be required to make full payment of all past and current charges. Additionally, Qwest will request a deposit (or additional deposit) from SBCT, pursuant to this Section. Qwest agrees, however, that the application of this provision will be suspended for the initial three (3) billing cycles of this Agreement and will not apply to amounts billed during those three (3) cycles.

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

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

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

5.4.5 Qwest will determine SBCT's credit status based on previous payment history with Qwest or credit reports such as Dun and Bradstreet. If SBCT has not established satisfactory credit with Qwest according to the above provisions or SBCT is repeatedly delinquent in making

its payments, or SBCT is being reconnected after a disconnection of service or discontinuance of the processing of orders by Qwest due to a previous nonpayment situation, Qwest will require a deposit to be held as security for the payment of charges before the orders from SBCT will be provisioned and completed or before reconnection of service. "Repeatedly delinquent" means any payment received thirty (30) calendar days or more after the due date, three (3) or more times during a twelve (12) month period. The deposit may not exceed the estimated total monthly charges for a two (2) month period. The deposit may be a surety bond if allowed by the applicable Commission rules, regulations or Tariffs, a letter of credit with terms and conditions acceptable to Qwest, or some other form of mutually acceptable security such as a cash deposit. Required deposits are due and payable within ten (10) calendar days after demand.

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

5.4.7 Qwest may review SBCT'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 SBCT agrees to inform end-user in writing of pending disconnection by SBCT to allow end user to make other arrangements for telecommunications services.

5.5 Taxes

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

5.6 Insurance

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

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

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

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

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

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

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

5.7 Force Majeure

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

5.8 Limitation of Liability

5.8.1 Except for losses relating to or arising out of any act or omission in its performance of services or functions provided under this Agreement, each Party shall be liable to the other

for direct damages for any loss, defect or equipment failure including without limitation any penalty, reparation or liquidated damages assessed by the Commission or under a Commission-ordered agreement (including without limitation penalties or liquidated damages assessed as a result of cable cuts), resulting from the causing Party's conduct or the conduct of its agents or contractors.

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

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

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

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

5.8.6 SBCT is liable for all fraud associated with service to its end-users and accounts. Qwest takes no responsibility, will not investigate, and will make no adjustments to SBCT's account in cases of fraud unless such fraud is the result of any intentional act or gross negligence of Qwest. Notwithstanding the above, if Qwest becomes aware of potential fraud with respect to SBCT's accounts, Qwest will promptly inform SBCT and, at the direction of SBCT, take reasonable action to mitigate the fraud where such action is possible. SBCT understands that Qwest's Watchdog system is Sleuth based and LIDB queries made for Collect, Bill-to-Third, and Calling Card attempts are recorded and monitored real-time for fraudulent activity based on Qwest's fraud profiles and parameters.

5.8.6.1 Qwest will make every effort to fax a fraud alert to SBCT within two hours of receipt of a fraud incident. However, Qwest reserves the right to prioritize all fraud management activities according to Qwest procedures which may delay the delivery of fraud alerts beyond the two hours as requested by SBCT.

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 or from the failure to comply with applicable law, rules or regulations, 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 of either Party arising out of or in connection with services provided to the end user by the Party, the Party whose end user 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 users 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 users 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, instead, such claims shall be governed by 5.9.1.1.

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

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

5.10.3 To the extent required under applicable federal and state law, the Party providing access shall use its best efforts to obtain, from its vendors who have licensed intellectual property rights to such Party in connection with facilities and services provided hereunder, licenses under such intellectual property rights as necessary for the other Party to use such facilities and services as contemplated hereunder.

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, tradename, 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, tradename, trade secret or other intellectual property rights of the other Party or its affiliates without execution of a separate agreement between the Parties.

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

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

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

5.10.6.3 The Authorized Phrase, when displayed, appears only in text form (SBCT 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 SBCT's name and in no event shall exceed 8 point size.

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

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

5.10.6.6 Upon termination of SBCT'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 SBCT shall immediately cease any and all such use of the Authorized Phrase. SBCT shall either promptly return to Qwest or destroy all materials in its possession or control displaying the Authorized Phrase.

5.10.7 SBCT acknowledges the value of the marks "Qwest" and "U S WEST" (the "Marks") and the goodwill associated therewith and acknowledges that such goodwill is a property right belonging to Qwest Communications International, Inc. (the "Owner"). SBCT recognizes that nothing contained in this Agreement is intended as an assignment or grant to SBCT of any right, title or interest in or to the Marks and that this Agreement does not confer any right or license to grant sublicenses or permission to third parties to use the Marks and is not assignable. SBCT will do nothing inconsistent with the Owner's ownership of the Marks, and all rights, if any, that may be acquired by use of the Marks shall inure to the benefit of the Owner. SBCT will not adopt, use (other than as authorized herein), register or seek to register any marks anywhere in the world which is identical or confusingly similar to the Marks or which is so similar thereto as to constitute a deceptive colorable imitation thereof or to suggest or imply some association, sponsorship, or endorsement by the Owner. The Owner makes no warranties regarding ownership of any rights in or the validity of the Marks.

5.11 Warranties

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

5.12 Assignment

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

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

5.13 Default

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

5.14 Disclaimer of Agency

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

5.15 Severability

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

5.16 Nondisclosure

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

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

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

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

- (a) was at the time of receipt already known to the receiving Party free of any obligation to keep it confidential evidenced by written records prepared prior to delivery by the disclosing Party; or
- (b) is or becomes publicly known through no wrongful act of the receiving Party; or
- (c) is rightfully received from a third person having no direct or indirect secrecy or confidentiality obligation to the disclosing Party with respect to such information;
or

- (d) is independently developed by an employee, agent, or contractor of the receiving Party which individual is not involved in any manner with the provision of services pursuant to the Agreement and does not have any direct or indirect access to the Proprietary Information; or
- (e) is disclosed to a third person by the disclosing Party without similar restrictions on such third person's rights; or
- (f) is approved for release by written authorization of the disclosing Party; or
- (g) is required to be made public by the receiving Party pursuant to applicable law or regulation provided that the receiving Party shall give sufficient notice of the requirement to the disclosing Party to enable the disclosing Party to seek protective orders.

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

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

5.17 Survival

5.17.1 Any liabilities or obligations of a Party for acts or omissions prior to the 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 the dispute resolution process set forth in this Section. Each notice of default, unless cured within the applicable cure period, shall be resolved in accordance herewith.

5.18.2 At the written request of either Party, and prior to any other formal dispute resolution proceedings, each Party shall designate a vice-presidential level employee to review, meet, and negotiate, in good faith, to resolve the Dispute. The Parties intend that these negotiations be conducted by non-lawyer, business representatives, and the locations, format, frequency, duration, and conclusions of these discussions shall be at the discretion of the representatives. By mutual agreement, the representatives may use other procedures, such as mediation, to assist in these negotiations. The discussions and correspondence among the representatives for the purposes of these negotiations shall be treated as Confidential Information developed for purposes of settlement, and shall be exempt from discovery and

production, and shall not be admissible in any subsequent arbitration or other proceedings without the concurrence of both of the Parties.

5.18.3 If the vice-presidential level representatives have not reached a resolution of the Dispute within thirty (30) calendar days after the matter is referred to them, then either Party may demand that the Dispute be settled by arbitration. Such an arbitration proceeding shall be conducted by a single arbitrator, knowledgeable about the telecommunications industry unless the Dispute involves amounts exceeding one million dollars (\$1,000,000) in which case the proceeding shall be conducted by a panel of three arbitrators, knowledgeable about the telecommunications industry. The arbitration proceedings shall be conducted under the then-current rules of the American Arbitration Association ("AAA"). The Federal Arbitration Act, 9 U.S.C. Sections 1-16, not state law, shall govern the arbitrability of the Dispute. All expedited procedures prescribed by the AAA rules shall apply. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. Each Party shall bear its own costs and attorneys' fees, and shall share equally in the fees and expenses of the arbitrator. The arbitration proceedings shall occur in the Denver, Colorado metropolitan area or in another mutually agreeable location. It is acknowledged that the Parties, by mutual, written agreement, may change any of these arbitration practices for a particular, some, or all Dispute(s). Nothing herein prevents a Party from immediately pursuing remedies at law, in equity, or otherwise when the dispute directly affects the ability of a Party to provide uninterrupted service to its end users or precludes the provisioning of any service, functionality, or network element.

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

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

5.18.6 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.

5.19 Controlling Law

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

5.20 Responsibility for Environmental Contamination

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

which the indemnifying Party is responsible under applicable law.

5.21 Notices

5.21.1 Any notices required by or concerning this Agreement shall be in writing and sent by certified mail, return receipt requested, to Qwest and SBCT at the addresses shown below:

Qwest Corporation
Director Interconnection
1801 California Street, Suite 2410
Denver, CO 80202

With copy to:
Qwest Corporation
Corporate Counsel, Interconnection
1801 California Street, Suite 3800
Denver, CO 80202

and to SBCT at the address shown below:

Mr. David Hammock
Executive Director - Regulatory
SBC Telecom, Inc.
208 S. Akard, Three Bell Plaza, Suite 1502
Dallas, TX 75202
214-858-3004

Each Party shall inform the other of any change in the above contact person and/or address.

5.22 Responsibility of Each Party

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

5.23 No Third Party Beneficiaries

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

5.24 Referenced Documents

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

5.25 Publicity

5.25.1 Notwithstanding anything to the contrary, SBCT may not make any disclosure to any other person or any public announcement regarding this Agreement or any relation between SBCT and Qwest, without Qwest's prior written consent. Qwest shall have the right to terminate this Agreement and any other agreements between the Parties if SBCT violates this provision.

5.26 Executed in Counterparts

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

5.27 Compliance

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

5.28 Compliance with the Communications Assistance Law Enforcement Act of 1994

5.28.1 Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with the Communications Assistance Law Enforcement Act of 1994 ("CALEA").

5.29 Cooperation

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

5.30 Amendments

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

5.31 Entire Agreement

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

5.32 Pick and Choose

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

SECTION 6.0 – RESALE

6.1 Description

6.1.1 Qwest shall offer for resale at wholesale rates any Telecommunications Service that it provides at retail to subscribers who are not Telecommunications Carriers, subject to the terms and conditions of this Section. All Qwest retail Telecommunications Services, offered currently or at any time during the term of this Agreement, are available for resale from Qwest pursuant to the Act, including Section 251(c)(4)(A), and will include terms and conditions (except prices and any applicable restrictions) in Qwest's applicable product Tariffs, Catalogs, Price Lists, or other retail Telecommunications Services offerings. To the extent, however, that a conflict arises between the terms and conditions of the Tariff, Catalog, Price List, or other retail Telecommunications Services offering and this Agreement, this Agreement shall be controlling.

6.1.2 While this Section of this Agreement addresses the provision of certain Qwest services to SBCT for resale by SBCT, the Parties also acknowledge that SBCT is required to provide its facilities based Telecommunications Services to Qwest for resale by Qwest. Upon request by Qwest, and negotiation of an appropriate Resale Agreement, SBCT 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 6.2.2 below. The applicable discounts for services available for resale are identified in Exhibit A.

6.2 Terms and Conditions

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

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

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

6.2.2.2 Market Trials of ninety (90) days or less are not available for resale. Market Trials of services under development, but not yet generally available to retail end users, are offered to a limited number of end users for a limited period of time at a monthly charge. Qwest has no commitment to offer the service following conclusion of the Market Trial. Market Trials are not promoted and do not meet the definition of a Telecommunications Services.

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

6.2.2.4 Universal Emergency Number Service is not available for resale. Universal Emergency Number Service ("E911/911" service) is provided with each local Exchange Service line resold by SBCT whenever E911/911 service would be provided on the same line if provided by Qwest to a Qwest retail end user.

6.2.2.5 Non-Telecommunications Services are not available for resale.

6.2.2.6 Voice messaging service is available for resale. Enhanced services and information services other than voice messaging are not available for resale.

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

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

6.2.2.9 All deployed features and functions of Qwest's Centrex[®] Service offered to any Qwest End User, in accordance with the terms and conditions set forth in the corresponding retail tariff(s) shall be available to SBCT, where deployed, for resale. All service levels and features of Centrex[®] Service provided by Qwest for resale shall be at parity to those provided to Qwest End Users. 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 SBCT's serving location.

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

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

facilities (cable plant from the serving Central Office switch) meet SBCT facilities (inside wire). In a multi-tenant building, Qwest may bring facilities directly to a single point of Interconnection with SBCT 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 SBCT 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. Centrex station lines from multiple Central Office switching systems, within the same Qwest Wire Center, and provisioned to the same location will not be charged for service or provisioned as if service was originating from a single Centrex system. For example, station lines may only be aggregated from a single Centrex system to a single SBCT serving location for rating purposes. SBCT may not specify a Central Office as SBCT's location for the termination of Centrex station lines.

6.2.2.10 Interstate 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 SBCT for its own use and not resold to end users must be identified by SBCT as such, and SBCT will pay Qwest retail prices for such services.

6.2.3 Qwest shall provide to SBCT 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 SBCT in accordance with the Commission's retail service quality requirements, if any. Qwest further agrees to reimburse SBCT for credits or fines and penalties assessed against SBCT as a result of Qwest's failure to provide service to SBCT, subject to the understanding that any payments made pursuant to this provision will be an offset and credit toward any other penalties voluntarily agreed 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 SBCT for resold services in accordance with the Commission's retail service requirements that apply to Qwest retail services, if any. Such credits shall be limited in accordance with the following:

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

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

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

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

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

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

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

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

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

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

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

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

6.2.4 In the event that there are existing agreements between SBCT and Qwest for resale under Qwest retail Tariff discounts, SBCT may elect to continue to obtain services for resale under the existing agreements and retail Tariff discounts, or SBCT may elect to terminate such existing agreements and obtain such services by adopting this Agreement pursuant to the General Terms of this Agreement. If SBCT 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 SBCT's end user based on end user information provided to Qwest by SBCT. Qwest will place SBCT's end users' listings in Qwest's directory assistance database and will include such listings in Qwest's directory assistance service. Additional terms

and conditions with respect to directory listings are described in the Ancillary Services Section and the Qwest Dex Section of this Agreement.

6.2.8 Qwest shall provide to SBCT, in the same manner as Qwest retail end users, for SBCT's end users, E911/911 call routing to the appropriate Public Safety Answering Point ("PSAP"). Qwest shall not be responsible for any failure of SBCT to provide accurate end-user information for listings in any databases in which Qwest is required to retain and/or maintain such information. Qwest shall provide SBCT's end user information to the Automatic Location Identification/Database Management System ("ALI/DMS"). Qwest shall use its standard process to update and maintain SBCT's end user service information in the ALI/DMS used to support E911/911 services on the same schedule that it uses for its retail end users. Qwest assumes no liability for the accuracy of information provided by SBCT.

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

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

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

6.2.12 In the event Qwest terminates the provisioning of any resold services to SBCT for any reason SBCT shall be responsible for providing any and all necessary notice to its end users of the termination. In no case shall Qwest be responsible for providing such notice to SBCT's end users. Qwest will provide notice to SBCT of Qwest's termination of a resold service on a timely basis consistent with Commission rules and notice requirements. In the event of no applicable Commission time requirement, such notice shall be provided no later than sixty (60) days before termination.

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 SBCT requests that facilities be constructed or enhanced to provide resold services, Qwest will construct facilities to the extent necessary to satisfy its obligations to provide basic local Exchange Service as set forth in Qwest's Exchange and Network Services Tariff and Commission rules. Under such circumstances, Qwest will develop and provide to SBCT a price quote for the construction. Construction charges associated with resold services will be applied in the same manner that construction charges apply to Qwest retail end users. If the quote is accepted by SBCT, SBCT will be billed the quoted price and construction will commence after receipt of payment.

6.2.15 Qwest shall provide the Loss Report. The Loss Report shall include: Main Account Number, Customer Codes, Order Number, Completion Date, Billing Telephone Number, Working Telephone Number and Name/Address of End User.

6.3 Rates and Charges

6.3.1 This Agreement (at Exhibit A) generally incorporates the Wholesale Discount Rate proposed by Qwest in Docket UM-962.

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

6.3.3 A Subscriber Line Charge (SLC), or any subsequent federally mandated charge to end users, will continue to be paid by SBCT 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 SBCT will pay to Qwest the Primary Interexchange Carrier ("PIC") change charge without discount for SBCT end user changes of interexchange or IntraLATA carriers. Any change in SBCT's end users' interexchange or IntraLATA carrier must be requested by SBCT on behalf of its end user, and Qwest will not accept changes to SBCT's end users' interexchange or IntraLATA carrier(s) from anyone other than SBCT.

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

6.3.6 Miscellaneous charges applicable to services ordered for resale by SBCT will apply if such miscellaneous charges apply for equivalent services ordered by Qwest retail end users, except that SBCT 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 SBCT 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 SBCT's bill(s).

6.3.9 If rates for services resold by SBCT under this Agreement change, based on changes in Qwest's Tariffs, Catalogs, Price Lists or other retail Telecommunications Services offerings, charges billed to SBCT 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 SBCT's request for use by SBCT's end users. Such nonrecurring charges will be subject to the wholesale discount, if any, that applies to the underlying service being added or changed.

6.4 Ordering Process

6.4.1 SBCT, or SBCT's agent, shall act as the single point of contact for its end users' service needs, including without limitation, sales, service design, order taking, provisioning, change orders, training, maintenance, trouble reports, repair, post-sale servicing, billing, collection and inquiry. In those instances where SBCT requires Qwest personnel to interface directly with SBCT's end users on repair calls, such personnel shall identify themselves as Qwest's employees representing SBCT. SBCT shall inform its end users that they are end users of SBCT for resold services. SBCT's end users contacting Qwest in error will be instructed to contact SBCT; and Qwest's end users contacting SBCT 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. Either Party may respond with accurate information in answering end user's questions.

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

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

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

6.4.5 If Qwest's retail end user, or the end user's new local service provider orders the discontinuance of the end user's existing Qwest service in anticipation of end user moving to a new local service provider, Qwest will render its closing bill to the end user, discontinuing billing as of the date of the discontinuance of Qwest's service to the end user. If SBCT currently provides resold service to an end user, or if end user's new local service provider, orders the

discontinuance of existing resold service from SBCT, Qwest will bill SBCT for service through the date end user receives resold service from SBCT. Qwest will notify SBCT by Operational Support System interface, facsimile, or by other agreed-upon processes when an end user moves from SBCT to a different local service provider. Qwest will not provide SBCT with the name of the other local service provider selected by the end user.

6.4.6 SBCT shall provide Qwest and Qwest shall provide SBCT with points of contact for order entry, problem resolution and repair of the resold services. These points of contact will be identified for both SBCT 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, SBCT shall be responsible for obtaining and having in its possession Proof of Authorization ("POA"), as set forth in the Proof of Authorization Section 5.3 of this Agreement.

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

6.5 Billing

6.5.1 Qwest shall bill SBCT and SBCT shall be responsible for all applicable charges for the resold services as provided herein. SBCT 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 SBCT resells to an end user under this Agreement.

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

6.6 Maintenance and Repair

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

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

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

6.6.4 Qwest shall notify SBCT of any changes in the terms, rates and conditions under which Qwest offers Resale Services, including the introduction of any new features, functions or

services at the time a tariff filing is transmitted to the State Commission and in accordance with Qwest's CLEC Industry Change Management Process (CICMP).

6.6.5 Qwest shall notify SBCT of new Telecommunication Services available for resale during the term of this Agreement in accordance with Qwest's CLEC Industry Change Management Process (CICMP). The notification shall advise SBCT of the applicable discount.

SECTION 7.0 - INTERCONNECTION

7.1 Interconnection Facility Options

7.1.1 This Section describes the Interconnection of Qwest's network and SBCT'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 SBCT Switches to Qwest End Office Switches or SBCT Switches to Qwest local or access tandem switches for the exchange of Exchange Service (EAS/Local traffic); or SBCT Switches to Qwest access tandem switches for the exchange of Exchange Access (IntraLATA Toll) or Jointly Provided Switched Access traffic. Optionally, and at SBCT's request, LIS trunking to Qwest's access tandem switches shall be provided in accordance with the Single Point of Presence provisions of this Agreement. New or continued 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 and that Qwest does not make similar use of its network to transport the local calls of its own or any affiliate's end users.

7.1.1.1 Qwest will provide to SBCT Interconnection at least equal in quality to that provided to itself, to any subsidiary, affiliate, or any other party to which it provides Interconnection. Qwest will provide Interconnection under rates, terms and conditions that are just, reasonable and non-discriminatory in accordance with the terms and conditions of this Agreement and the requirements of Sections 251 of the Act. In addition, Qwest shall comply with all state wholesale and retail service quality requirements.

7.1.2 Methods of Interconnection

The Parties will negotiate the facilities arrangement used to interconnect their respective networks. SBCT shall establish at least one Physical Point of Interconnection in Qwest territory in each LATA SBCT has local customers. The Parties shall establish, through negotiations, at least one of the following Interconnection arrangements: (1) a DS1 or DS3 Qwest or third-party provided entrance facility; (2) Collocation, pursuant to the provisions as set forth in the Collocation Section of this Agreement; (3) negotiated Mid-Span Meet POI facilities; (4) Other technically feasible methods of Interconnection. A Bona Fide Request (BFR) is a process which SBCT can utilize to request network interconnection methods that do not currently exist in the Agreement.

7.1.2.1 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 SBCT's switch location or the POI. Entrance facilities may not extend beyond the area served by the Qwest Serving Wire Center. The rates for entrance facilities are provided in Exhibit A. Qwest's Private Line Transport service is available as an alternative to entrance facilities, when SBCT uses such Private Line Transport service for multiple services. Entrance facilities may be used for Interconnection with unbundled network elements.

7.1.2.1.1 Third-party Provided Lease Entrance Facility. SBCT may choose to lease the entrance facility from a third-party provider. In which case, Qwest would be liable to compensate for any use of said transport pursuant to Section 7.3.1.1.3.1.

7.1.2.2 Collocation. The terms and conditions under which Collocation will be available are described in Section 8 of this Agreement.

7.1.2.3 Mid-Span Meet POI. A Mid-Span Meet POI is a negotiated Point of Interconnection, limited to the Interconnection of facilities between one Party's switch and the other Party's switch. The actual physical Point of Interconnection 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. SBCT may use remaining capability in an existing Mid-Span Meet POI to gain access to unbundled network facilities; provided that SBCT 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 SBCT traffic. The terms and conditions associated with access to Unbundled Network Elements (UNEs) are contained in the UNE Section of this Agreement.

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

7.1.2.3.2 In a Mid-Span Fiber Meet the Parties agree to establish technical interface specifications for fiber meet arrangements, including but not limited to SONET system specifications that permit the successful Interconnection and completion of traffic routed over the facilities that interconnect at the fiber meet. SBCT 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 SBCT.

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

7.1.2.3.4 Intentionally Left Blank

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

7.2 Exchange of Traffic

7.2.1 Description

7.2.1.1 This Section addresses the exchange of traffic between SBCT'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 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 SBCT 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 SBCT's switch functions as a local or access tandem switch, as defined in this Agreement, SBCT may also provide transit service to Qwest.

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

- a) Directory Assistance;
- b) 911/E911;
- c) Operator busy line interrupt and verify; and
- d) Toll free services.

7.2.2 Terms and Conditions

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

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

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

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

7.2.2.1.2.2 SBCT 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. 'Direct trunked transport' is terminology used to describe a transmission facility that originates at the SBCT POI (Point of Interconnection) and terminates at the Qwest Tandem (in which case transmission from the Qwest Tandem to the Qwest End Office is considered tandem transmission). Similarly, 'direct trunked transport' is the terminology used to describe a transmission facility that originates at the SBCT POI (Point of Interconnection) and terminates at a Qwest End Office.

7.2.2.1.3 When either Party utilizes the other Party's tandem switch for the exchange of local traffic, where there is a DS1's worth of traffic (512 CCS)

between the originating Party's End Office Switch delivered to the other Party's tandem switch for delivery to one of the other Party's End Office Switches, the originating Party will order a direct trunk group to the other Party's end office. To the extent that SBCT has established a Collocation arrangement at a Qwest end office location, and has available capacity, SBCT may, at its sole option, provide two-way direct end office trunks from that end office to SBCT'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 SBCT'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 construct facilities to a mid-point of the span.

7.2.2.1.6 Regardless of the number of location routing numbers (LRNs) used by SBCT in a LATA, Qwest will route traffic destined for SBCT 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.

7.2.2.3 Transit Traffic

7.2.2.3.1 Qwest will accept traffic originated by SBCT 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 SBCT. 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 SBCT 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 SBCT of the billing name, billing address and carrier identification codes of the IXCs subtending any access tandems to which SBCT 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 9.13; (b) as defined in the Qwest FCC Tariff #1, Section 20; or (c) from a third party signaling provider. Each of the Parties, Qwest and SBCT, 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 SBCT with a listing of Qwest switches fully capable of routing 64CCC traffic through the Qwest website: <http://www.uswest.com/disclosures>. Where available to Qwest, Qwest will provide SBCT 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 SBCT 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's end office indicating the called end user has answered. The measurement of terminating call usage over LIS trunks ends when the terminating LIS entry switch receives disconnect supervision from either the called end user's end office, indicating the called end user has disconnected, or SBCT's Point of Interconnection, whichever is recognized first by the entry switch. This is commonly referred to as "conversation time." The Parties will only charge for actual minutes of use and/or fractions thereof of completed calls. Minutes of use are aggregated at the end of the billing cycle by end office and rounded to the nearest whole minute.

7.2.2.8 LIS Trunk Forecasting

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

7.2.2.8.2 Both Parties shall have the obligation to participate in joint planning meetings at semi-annual intervals to establish trunk design and provisioning requirements. The Parties agree to provide mutual trunk forecast information to ensure end user call completion between the Parties' networks. Such forecasts shall be for LIS trunking that impacts the switch capacity and facilities of each Party. Qwest shall provide trunk group specific projections (i.e. tandem rehome, switch exhaust, switch upgrade, etc.) to SBCT on or before the date of the joint planning meeting.

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

7.2.2.8.4 Each Party will utilize the Forecast cycle outlined on the Qwest LIS Trunk Forecast Forms, which stipulates that forecasts be submitted on a semi-annual basis. The forecast will identify trunking requirements for a two (2) year period. From the semi-annual close date as outlined in the forecast cycle, the receiving Party will have one month to determine network needs and place vendor orders which may require a six (6) month interval to complete the network build. Seven (7) months after submission of the forecast, Qwest will have the necessary capacity in place to meet orders against the forecast. For ordering information see Section 7.4. See also Section 7.2.2.8.6.

7.2.2.8.5 Both Parties will follow the forecasting and provisioning requirements of this Agreement for the appropriate sizing of trunks, and use of direct end office vs. tandem routing. See Section 7.2.2.1.3.

7.2.2.8.6 LIS Forecasting Deposits: In the event of a dispute regarding forecast quantities where in each of the preceding twelve (12) months, the amount of trunks in service is less than fifty percent (50%) of trunks forecasted, Qwest will make capacity available in accordance with the lower forecast.

7.2.2.8.6.1 Three weeks after a forecasting cycle, Qwest will provide SBCT feedback in the form of a potentially lower forecast. In the event of a dispute regarding forecast quantities, where in each of the preceding twelve (12) months, trunks in service is less than fifty percent (50%) of trunks forecasted each month, Qwest will make capacity available in accordance with the higher forecast if SBCT provides Qwest with a deposit according to the following terms. Utilization here refers to the ratio of trunks in service versus trunks forecast. As to the difference between the lower and higher forecast, Qwest reserves the right to

require, prior to construction, a refundable deposit of up to one hundred percent (100%) of the trunk-group specific estimated cost to provision the new trunks, if SBCT's trunk state-wide average utilization over the prior twelve (12) months is less than fifty percent (50%) of trunks forecasted each month. Qwest will return the deposit if SBCT's state-wide average trunks in service to trunks forecasted (utilization) ratio exceeds fifty percent (50%) within six (6) months of the forecasting period to which the deposit applies. If SBCT does not achieve the fifty percent (50%) utilization within six (6) months, Qwest will retain a pro-rata portion of the deposit to cover its capital cost of provisioning. The pro-rata shall assume a full refund when the state-wide average utilization ratio meets or exceeds fifty percent (50%) for any one of the six (6) months following receipt of deposit. The pro-rata assumes half of the deposit is refunded when the highest state-wide average utilization ratio for any one of the six months after receipt of deposit is twenty five percent (25%). In the event Qwest does not have available facilities to provision Interconnection trunking orders that SBCT forecasted and for which SBCT provided a deposit, Qwest will immediately refund a pro rata portion of the deposit associated with its facility shortfall. Ancillary trunk groups, such as mass calling, are excluded from the ratio.

7.2.2.8.7 Joint planning meetings will be used to bring clarity to the process. Each Party will provide adequate information associated with the Qwest LIS Trunk Forecast Forms in addition to its forecasts. 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 SBCT 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. SBCT will be provided Interconnection trunk group data on its own trunks. Qwest shall also provide a report reflecting tandem-routed interconnection trunking that has exceeded the equivalent of one (1) DS1 (512BHCCS). The information is proprietary, provided under non-disclosure and is to be used solely for Interconnection network planning.

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

7.2.2.8.8.1 Completed Qwest LIS Trunk Forecast Forms; and

7.2.2.8.8.2 Any planned use of an alternate tandem provider.

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

- 7.2.2.8.9.1 Qwest Tandems and Qwest end offices (LERG);
- 7.2.2.8.9.2 CLLI codes (LERG);
- 7.2.2.8.9.3 Business/Residence line counts (ICONN);
- 7.2.2.8.9.4 Switch type (LERG or ICONN); and
- 7.2.2.8.9.5 Current and planned switch generics (ICONN).

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

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

7.2.2.8.11 When appropriate, Qwest will notify SBCT through the Qwest Trunk Group Servicing Request (TGSR) process of the need to take action and place orders to reduce measured blocking to less than objective design levels. SBCT shall respond to the TGSR within ten (10) business days of receipt. In a blocking final situation, SBCT will note 'Service Affecting' on the ASR.

7.2.2.8.12 The following terms shall apply to the forecasting process:

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

7.2.2.8.12.2 SBCT forecasts provided to Qwest, information provided by SBCT to Qwest outside of the normal forecasting process to modify the forecast, and forecasting information disclosed by Qwest to SBCT 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 7.2.2.8.12.3 and 7.2.2.8.12.4.

7.2.2.8.12.3 The Parties may disclose, on a need to know basis only, SBCT forecasts and forecasting information disclosed by the other party that is at the time of disclosure designated as "Confidential" by the disclosing party, to legal personnel, if a legal issue arises, as well as to network and growth planning personnel. To the maximum extent possible, the aforementioned personnel who have access to such Confidential Information shall not be involved in the Parties' retail marketing or sales, and in no event shall such Confidential Information be used for such marketing or sales. The Parties will inform all of the aforementioned personnel, with access to such Confidential Information, of its confidential nature and shall take reasonable measures to safeguard the Confidential information from those who should not have access to such information.

7.2.2.8.12.3.1 Unless otherwise agreed, the foregoing obligations of confidentiality and non-use do not apply to such Confidential information as:

7.2.2.8.12.3.1.1 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

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

7.2.2.8.12.3.1.3 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

7.2.2.8.12.3.1.4 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 Confidential Information; or

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

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

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

7.2.2.8.12.3.2 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 Communication Commission and the Commission so long as any confidential obligation is protected..

7.2.2.8.12.4 The Parties shall maintain confidential forecasting information such that access to the forecasts is limited to the personnel designated in Section 7.2.2.8.12.3 above and such that no other personnel have computer access to such information.

7.2.2.8.13. If a trunk group is consistently utilized (trunks required over trunks in service) at less than fifty percent (50%) of time consistent busy hour capacity each month of any consecutive three (3) month period, Qwest will notify SBCT of Qwest's desire to resize the trunk group. Such notification shall include Qwest's

information on current utilization levels. If SBCT 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 SBCT-assigned trunk group with less than twenty five percent (25%) excess capacity. Ancillary trunk groups are excluded from this treatment.

7.2.2.8.14 Intentionally Left Blank

7.2.2.8.15 Each Party shall provide a 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 SBCT alone is the sole cause of such construction. Qwest shall initiate such proceeding within ten (10) calendar days of notifying SBCT in writing that it will not construct the requested facilities, or within ten (10) calendar days of notice from SBCT 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 SBCT will share costs in proportion to each Party's use of the overall capacity of the route involved. Qwest and SBCT may also choose to work in good faith to identify and locate alternative routes that can be used to accommodate SBCT 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, as applicable, designed Interconnection facilities and trunking that meet the same technical criteria and service standards, such as probability of blocking in time consistent busy hour and transmission standards, in accordance with current industry standards (economic CCS shall be jointly agreed upon by the Parties), 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 SBCT on all Interconnection trunk groups and quarterly reports on all interoffice trunk groups carrying EAS/local traffic between Qwest tandem switches and Qwest End Office Switches. The reports will contain busy hour traffic data, including but not limited to, overflow and the number of trunks in each trunk group.

7.2.2.9.2 Reserved for Future Use

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

- a) Directory assistance trunks (where the switch type requires separation from operator services trunks);
- b) 911/E911 trunks – a dedicated trunk group for each NPA shall be established to each appropriate E911 switch with the LATA;
- c) Operator services trunks (where the switch type requires separation from directory assistance trunks)
- d) Mass calling trunks, if applicable. The Parties shall determine appropriate sizing for mass calling trunks.

7.2.2.9.3.1 Exchange Service (EAS/local) 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 shall not be combined with Switched Access, not including Jointly Provided Switched Access, on the same trunk group, i.e. EAS/Local may not be combined with FGD to a Qwest Access Tandem Switch and/or End Office Switch.

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

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

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

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

7.2.2.9.6 SBCT may interconnect at either the Qwest local tandem or the Qwest access tandem for the delivery of local exchange traffic. When SBCT is interconnected at the access tandem and where there would be a DS1's worth of local traffic (512 BHCCS) between SBCT's switch and those Qwest end offices subtending a Qwest local tandem, SBCT will order a trunk group to the Qwest local tandem. As an alternative, SBCT shall terminate traffic on Qwest End Office Switches. When Qwest lacks available capacity at the access tandem, Qwest will arrange local tandem or end office Interconnection at the same cost to SBCT as Interconnection via the Qwest access tandem.

7.2.2.9.6.1 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; and regardless of whether capacity at the access tandem is exhausted or forecasted to exhaust unless Qwest agrees to provide Interconnection facilities to the local tandems or end offices at the same cost to SBCT as the interconnection at the access tandem.

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 SBCT.

7.2.2.9.8 Alternate Traffic Routing. If SBCT has a LIS arrangement which provides two paths to a Qwest end office (one route via a tandem and one direct route), SBCT may elect to utilize alternate traffic routing. SBCT 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, SBCT may deliver traffic to the host central office or to the tandem. SBCT 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 SBCT 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 SBCT'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 Qwest provided 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 SBCT chooses to use an existing facility purchased as Private Line Transport Service from the state or FCC Access Tariffs, the rates from those Tariffs will apply.

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

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

7.3.1.2 Collocation

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

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

7.3.3 Trunk Nonrecurring charges

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

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

7.3.4 Exchange Service (EAS/Local) Traffic

7.3.4.1 End Office Call Termination

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

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

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 SBCT tandem switch (as defined in this Agreement), the tandem switching rate and the tandem transmission rate in Exhibit A shall apply per minute in addition to the end office call termination rate described above, so long as the terminating Party switches

the traffic at both its tandem switch and terminates the traffic at a separate end office switch. However, if SBCT or Qwest only switches the traffic once and this switch meets the definition of a tandem switch in the Definitions Section, then only the tandem switching rate shall apply.

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

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

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

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

7.3.4.3 If the Parties agree to exchange all EAS/Local (§251(b)(5)) and Information Services Access traffic at the FCC ordered rate, pursuant to the FCC's Order on Remand and Report and Order in CC Docket 99-68, (Intercarrier Compensation for ISP-Bound Traffic), the FCC ordered rate for ISP-bound traffic will apply to EAS/Local and Information Services Access traffic in lieu of End Office call termination and Tandem Switched Transport. See Section 7.3.6 of this Agreement for FCC-ordered rates.

7.3.4.4 If Qwest elects not to offer to exchange all EAS/Local (§251(b)(5)) and Information Services Access traffic at the FCC ordered rate, the state-ordered rates for End Office call termination and Tandem Switched Transport will apply to ISP-bound traffic in addition to EAS/Local traffic (§251(b)(5)).

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 If Qwest elects to exchange ISP-bound traffic at the FCC ordered rates pursuant to 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, then usage based intercarrier compensation will be applied as follows:

7.3.6.2 Compensation for Interconnection configurations exchanging traffic pursuant to Interconnection agreements as of adoption of the FCC ISP Order, April 18, 2001:

7.3.6.2.1 Identification of ISP-Bound traffic -- Qwest will presume traffic delivered to SBCT that exceeds a 3:1 ratio of terminating (Qwest to SBCT) to originating (SBCT to Qwest) traffic is ISP-bound traffic. Either Party may rebut this presumption by demonstrating the factual ratio to the state Commission.

7.3.6.2.2 Growth Ceilings for ISP-Bound Traffic -- Intercarrier compensation for ISP-bound traffic originated by Qwest end users and terminated by SBCT will be subject to growth ceilings. ISP-bound MOUs exceeding the growth ceiling will be subject to Bill and Keep compensation.

7.3.6.2.2.1 For 2001, Qwest will pay SBCT compensation for ISP-bound minutes up to the ceiling equal to, on an annualized basis, the number of ISP-bound minutes for which SBCT was entitled to compensation under this Agreement during first quarter 2001, plus a ten percent (10%) growth factor.

7.3.6.2.2.2 For 2002 and subsequent years, until further FCC action on intercarrier compensation, Qwest will pay SBCT compensation for ISP-bound minutes up to the ceiling equal to the minutes for which SBCT was entitled to compensation in 2001, plus another ten percent (10%) growth factor.

7.3.6.2.3 Rate Caps -- Intercarrier compensation for ISP-bound traffic exchanged between Qwest and SBCT will be billed as follows:

7.3.6.2.3.1 \$.0015 per MOU for six (6) months from June 14, 2001 through December 13, 2001

7.3.6.2.3.2 \$.001 per MOU for eighteen (18) months from December 14, 2001 through June 13, 2003

7.3.6.2.3.3 \$.0007 per MOU from June 14, 2003 until thirty six (36) months after the effective date or until further FCC action on intercarrier compensation, whichever is later.

7.3.6.2.3.4 Compensation for Interconnection configurations not exchanging traffic pursuant to Interconnection agreements prior to adoption of the FCC ISP Order on April 18, 2001 will be on a Bill and Keep basis until further FCC action on Intercarrier compensation. This includes SBCT expansion into a market it previously had not served.

7.3.6.3 If Qwest elects not to exchange ISP-bound traffic at the FCC ordered rates, Qwest will offer to exchange all EAS/Local (§251(b)(5)) traffic at the state ordered ISP rate. If Qwest elects not to exchange ISP-bound traffic at the FCC ordered rates for ISP-bound traffic in a state that has ordered Bill and Keep, Qwest will offer to exchange all 251(b)(5) traffic under Bill and Keep.

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 SBCT 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 SBCT 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 SBCT 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 SBCT, 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 SBCT 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). 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 SBCT by the NANPA, SBCT will provide Qwest with the CLLI codes of the Qwest tandems and the SBCT Point of Interface to which traffic associated with the NXX will be routed. For NXX codes assigned to existing LIS trunk groups, SBCT 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.uswest.com/wholesale/notifies/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 SBCT has ordered a DS3 Entrance facility or private line facility, SBCT 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 SBCT has provided or ordered a DS1 Entrance facility or private line facility, SBCT will be responsible for identification of the DS0 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 At SBCT's option, trunks will be ordered either to Qwest's end offices directly or to Qwest's tandem for Exchange Service (EAS/Local) traffic.

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

7.4.7 Qwest will establish intervals for the provision of LIS trunks that conform to the performance objectives set forth in Section 20. Qwest will provide notice to SBCT of any changes to the LIS trunk intervals consistent with the change management process applicable to the IRRG. Operational processes within Qwest work centers are discussed as part of the CLEC Industry Change Management Process (CICMP). Qwest agrees that SBCT shall not be held to the requirements of the IRRG.

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

- a) The order will be canceled; cancellation charges as noted in 7.3.5.1 apply unless mutually agreed to by the Parties;
- b) Reserved for Future Use; 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 SBCT does not fully comply with MECOD requirements, including filing SBCT end offices and billed percentages (BPs) in the NECA 4 Tariff.

7.5.3 Qwest and SBCT will each render a separate bill to the IXC, using the multiple bill, multiple Tariff option, or such other option as the Parties may mutually agree.

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

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

7.6 Transit Records

7.6.1 Qwest and SBCT 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 SBCT's network. Each Party agrees to provide to the other this wireline network usage data when Qwest or SBCT 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. SBCT 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 SBCT agree to exchange wireline network usage data as Category 11-01-XX.

7.6.2 Qwest and SBCT 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 SBCT's network. Each Party agrees to provide to the other this wireless network usage data when Qwest or SBCT 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. SBCT 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 SBCT agree to exchange wireless network usage data as Category 11-50-XX.

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

7.7 Local Interconnection Data Exchange for Billing

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

7.7.2 The exchange of billing records for alternate billed calls (e.g., calling card, bill-to-third-number and collect) will be distributed through the existing CMDS processes, unless otherwise separately agreed to by the Parties. In instances where Qwest has earned revenues for alternately billed calls originating from Qwest's network and billed to SBCT's end-user, Qwest will provide rated usage records in standard EMI format. Specifically, this is when the originating number is a Qwest customer that has not been resold to SBCT.

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

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

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

7.8 Network To Network Interconnection.

Upon request by either Party, the Parties will negotiate an Amendment to this Agreement to address Frame Relay network-to-network interconnection or other forms of network-to-network interconnection as may be required by law.

7.9 Single Point of Presence (SPOP) in the LATA

7.9.1 By utilizing SPOP in the LATA, SBCT 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. SBCT can also utilize Qwest's behind the tandem infrastructure to terminate traffic to specific end offices. The SPOP is defined as SBCT's physical point of presence.

7.9.2 SPOP in the LATA includes an Entrance Facility (EF)/Expanded Interconnect Channel Termination (EICT) and Direct Trunked Transport (DTT) options at both a DS1 and DS3 capacity.

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

7.9.3.1 All local trunking must be ordered to the Qwest local tandem for the Qwest end office served by the Qwest local tandem.

7.9.3.2 Connections to a Qwest local tandem may be two-way or one-way trunks as specified in this Interconnection Section. These trunks will carry Exchange Service EAS/Local traffic only.

7.9.3.3 A separate trunk group to the Qwest Access Tandem is required for the exchange of Exchange Access (IntraLATA Toll Non-IXC) traffic and Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic.

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

7.9.4.1 A two-way SBCT LIS trunk group to the Qwest access tandem for SBCT 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.

7.9.4.2 A two-way SBCT LIS trunk group to the Qwest access tandem for SBCT 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.

7.9.4.2.1 If SBCT 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.

7.9.4.3 A one-way terminating SBCT LIS trunk group to the Qwest access tandem for SBCT traffic destined to or though 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.

7.9.4.4 SBCT 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.

7.9.4.4.1 If SBCT 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.

7.9.5 SBCT must have SS7 functionality to use SPOP in the LATA.

7.9.6 If there is more than one Qwest access tandem with the LATA boundary, SBCT must order LIS trunking to each Qwest access tandem that serves SBCT end-user customers' traffic to avoid call blocking. SBCT must trunk to each Qwest access tandem even if there is not currently a SBCT customer base at each access tandem. SBCT only needs to trunk to each local tandem SBCT has a customer base. The 512 CCS rule and other direct trunking requirements contained in this Interconnection Section will apply for direct trunking to Qwest end offices.

7.9.7 Where SBCT requests for trunking for SPOP in a LATA that exceed fifty (50) miles, Qwest reserves the right to request negotiation of a Mid-Span meet POI.

7.9.8 SPOP in the LATA cannot be used in conjunction with existing SBCT LIS trunking that connect to Qwest's end office switches with tandem functionality.

7.9.9 SPOP in the LATA is not available for the sole purpose of delivering ISP bound, interstate in nature, traffic.

7.9.10 The LIS SPOP facility cannot be used to access unbundled network elements.

7.9.11 SPOP in a LATA is available only where facilities are available. Qwest is not obligated to construct new facilities to provide SPOP in a LATA.

7.9.12 **Ordering**

7.9.12.1 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.

SECTION 8.0 - COLLOCATION

8.1 Description

8.1.1 Collocation allows for the placing of SBCT's equipment within Qwest's Premises, where technically feasible, that is necessary for accessing unbundled network elements (UNEs), ancillary services or Interconnection. Collocation includes the leasing to SBCT 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 SBCT of power; heating, ventilation and air conditioning (HVAC); and cabling in Qwest's Premises. Collocation also allows SBCT to access Interconnection Distribution Frames (ICDF) for the purpose of accessing and combining unbundled network elements and accessing ancillary services. There are eight (8) 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.

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

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

8.1.1.3 Cageless Physical Collocation -- Qwest shall allow SBCT to collocate in any unused space, as designated by Qwest in a non-caged area within the Premises, without requiring the construction of a cage or similar structure. Qwest will make Cageless Physical Collocation space available in single bay increments, billed per square foot. For Cageless Physical Collocation, 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. Qwest may provide Cageless Collocation space utilizing Qwest's standard equipment bay line-up configurations, in which SBCT can place and maintain its own equipment. SBCT is responsible for the procurement, installation and on-going maintenance of its equipment as well as the cross connections required within SBCT's leased Collocation space.

8.1.1.4 Shared Physical Collocation -- allows two or more CLECs to share or sublease a single Collocation enclosure. Under Shared Physical Collocation, one CLEC obtains a Caged Physical Collocation arrangement from Qwest pursuant to its agreement, and one or more other CLEC(s), pursuant to the terms of its/their agreement(s), may share use of that space, in accordance to terms and conditions of a sublease type arrangement agreed to between the CLECs. Shared Collocation may also be established through joint application by two or more 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. On such sites, 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 each 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 SBCT's use of a Physical Collocation cage, such as limiting SBCT's ability to contract with other CLECs to share SBCT's Collocation cage in a sublease-type arrangement. In addition, if two or more CLECs, who have interconnection agreements with Qwest, utilize a shared Collocation arrangement, Qwest shall permit each CLEC to order UNEs to and provision service from that shared Collocation space directly from Qwest, regardless of which CLEC was the original collocator. Qwest shall make Shared Collocation space available in increments small enough to collocate a single rack, or bay of equipment.

8.1.1.5 Interconnection Distribution Frame Collocation (ICDF) -- is offered for the purpose of facilitating SBCT's combining of unbundled network elements and ancillary services. Under ICDF Collocation, SBCT need not collocate equipment in the Qwest Wire Center. With ICDF Collocation, SBCT will have access to the Qwest Wire Center and an Interconnection Distribution Frame (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 SBCT with access to UNEs and ancillary services.

8.1.1.5.1 The ICDF is a distribution frame shared by multiple providers. If SBCT desires a dedicated distribution frame for the purpose of facilitating SBCT's combination of UNEs and ancillary services, SBCT may do so through the placement of SBCT -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 or similar structures to the extent technically feasible. Qwest shall permit SBCT to construct or otherwise procure such an adjacent structure on property owned or controlled by Qwest, subject only to reasonable safety and maintenance requirements, zoning, and other State and local regulations, and Qwest's right to exercise reasonable control over the design, construction, and placement of such Adjacent structure. 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 will permit SBCT to place its own equipment, including, but not limited to, copper cables, coaxial cables, fiber cables, and telecommunications equipment, in adjacent facilities constructed either by Qwest or by SBCT itself. The Parties will develop the specific terms and conditions for adjacent Collocation on an individual case basis, depending on the specific needs of SBCT and the unique nature of the available adjacent space.

8.1.1.7 Common Area Splitter Collocation – See Line Sharing in the UNE Section for a description.

8.1.1.8 Remote Collocation – allows SBCT to physically collocate equipment in or adjacent to a Qwest Remote Premises. The terms for Remote Collocation are set forth below in Section 8.2 7.

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

8.2 Terms and Conditions

8.2.1 Terms and Conditions - All Collocation

8.2.1.1 Qwest shall provide Collocation, pursuant to this Section 8, on rates, terms and conditions that are just, reasonable and non-discriminatory. In addition, Qwest shall provide Collocation in accordance with all applicable laws.

8.2.1.2 Collocation of Equipment. SBCT may collocate any equipment that is necessary for interconnection or access to unbundled network elements, including but not limited to:

8.2.1.2.1 Transmission equipment including optical terminating equipment and multiplexers.

8.2.1.2.2 Equipment being collocated to terminate basic transmission facilities.

8.2.1.2.3 Digital Subscriber Line Access Multiplexers DSLAMS always meet this legal standard.

8.2.1.2.4 Routers and asynchronous transfer. ATM ("Asynchronous Transfer Mode") or packet switching also meets this legal standard when used for interconnection or access to unbundled network elements. Equipment used predominantly to support DSLAMs and ATMs, such as testing and network management equipment also meet this legal standard. SBCT will provide a written inventory to Qwest of all switching equipment and how it will be used for interconnection or access to unbundled network elements in the correct field of the Collocation Application. Once SBCT 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 Qwest can establish to the state Commission that such equipment is not intended for interconnection or access to unbundled network elements. Pursuant to 47 C.F.R. § 51.323(b), whenever Qwest objects to collocation of equipment by SBCT for the purposes within the scope of Section 251(c)(6) of the Act, Qwest shall prove to the Commission that the equipment will not actually be used by SBCT for the purpose of obtaining interconnection or access to unbundled network elements.

8.2.1.2.5 SBCT may not Collocate equipment that is used solely for switching or solely to provide enhanced services, or any other equipment that is not necessary for interconnection or access to unbundled network elements. Remote Switching Units (RSUs) meets the legal standard when used for Interconnection or access to unbundled network elements for purposes of providing Local Exchange Service.

8.2.1.2.6 When SBCT requests either a Virtual Collocation or Physical Collocation arrangement, SBCT is entitled to a presumption that such arrangement is technically feasible if any LEC has deployed such Collocation arrangement in any incumbent LEC Premises.

8.2.1.3 In its Collocation applications to Qwest, SBCT 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 SBCT-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 SBCT. There are two standard demarcation points where unbundled network elements and ancillary services may be delivered to SBCT. In its Collocation application SBCT shall specify its choice of standard demarcation points, or make its request for non-standard demarcation points, for its access to UNEs and ancillary services. One available standard demarcation point is at SBCT-provided cross connection equipment in SBCT's Physical or Virtual Collocation space. The second available standard demarcation point can be at an Interconnection Distribution Frame (ICDF). Alternatively, upon SBCT's request, a demarcation point may be established at a direct connection point of termination as described in Section 8.3.1.11.2 or at other technically feasible locations jointly agreed to by SBCT and Qwest. To the extent SBCT selects a demarcation point outside of its collocated space, SBCT shall provide and Qwest shall install the tie cables from SBCT's collocated equipment to the demarcation point. Or upon SBCT's request, Qwest shall provide and install these tie cables, at SBCT'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).

8.2.1.6 SBCT 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, SBCT must lease space, pursuant to this Section 8, for the placement of SBCT's equipment within Qwest's Central Office. As requested by SBCT and consistent with this Section 8, Qwest will provide the facilities and Collocation services that are necessary in support of Collocation including, but not limited to, physical space, power, a cage (for Caged Physical Collocation), required cabling between equipment and other associated hardware.

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

Premises. Qwest may not object to the Collocation of equipment on the grounds that the equipment fails to comply with National Equipment and Building Specifications (“NEBS”) performance standards. If Qwest denies Collocation of SBCT’s equipment, citing safety standards, Qwest must provide to SBCT within five (5) business days of the denial a list of all equipment that Qwest locates within the Premises in question together with an affidavit attesting that all of that equipment meets or exceeds the safety standard that Qwest contends SBCT’s equipment fails to meet. This affidavit must set forth in detail: the exact safety requirement that SBCT’s equipment does not satisfy; Qwest’s basis for concluding that SBCT’s equipment does not meet this safety requirement; and Qwest’s basis for concluding why collocation of equipment not meeting this safety requirement would compromise network safety.

8.2.1.9 Space Availability Report -- Upon request by SBCT, Qwest will submit to SBCT, within ten (10) calendar days of SBCT’s request, a report indicating Qwest’s available Collocation space in a particular Qwest Premises. This report will specify:

- (a) the amount of available Collocation space at the requested 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 SBCT request;
- (f) Number of CLECs in queue at the Premises, if any;
- (g) Whether the Wire Center is equipped with DS3 capability

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

8.2.1.9.2 Inventory Report – Remote Premises. The locations of the Remote Premises (e.g., Feeder Distribution Interfaces, “FDI”) and the customer addresses served by each Remote Premise are available to SBCT through the Raw Loop Data Tool. Remote Premises with Digital Loop Carrier and Pair Gain equipment will be provided on the Website in the ICONN database. (ICONN is available through the Qwest Website located at <http://www.qwest.com/cgi-bin/iconn/iconn.pl>.) If SBCT is unable to determine the information it seeks regarding Remote Premises after using such database tools, Qwest will provide SBCT 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 SBCT access to relevant plats, maps, engineering records and other data in accordance with the Ancillary Services Section of this Agreement. In addition, SBCT 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 SBCT’s equipment. If Qwest determines that the amount of space requested by SBCT for Caged Physical Collocation is not available, but a lesser

amount of space is available, that lesser amount of space will be offered to SBCT for Caged Physical Collocation. Alternatively, SBCT 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 SBCT did not specify an alternative form of Collocation on the original order form, SBCT will be required to submit a new order for SBCT's preferred alternative Collocation arrangement. If SBCT identifies alternate choices for Collocation on its original Collocation request, Qwest will determine the feasibility of SBCT's next preferred option in the event SBCT's first choice is not available. To the extent possible, Qwest shall make contiguous space available to SBCT when it seeks to expand its existing Collocation space. Where adjoining space is not available, Qwest will engineer a route for SBCT to provide facilities between the non-adjointing SBCT 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 application receipt (Space Denial Queue), for each Premise where Qwest has exhausted Collocation space. A separate queue will be maintained for each Premise. When space becomes available in a Premise in which a queue has developed, Qwest will inform CLECs in the queue that space for collocation has become available. If there is insufficient space to accommodate all of the CLECs in queue, Qwest shall notify SBCT of the availability of space in accordance with SBCT's position in the queue. SBCT must respond within ten (10) calendar days of receipt of notification from Qwest with a new Collocation application. If SBCT does not provide a Collocation application within ten (10) calendar days of receipt of notification, or if SBCT responds that it no longer requires the collocation space, SBCT shall be removed from the queue and the available space shall be offered to the next CLEC in the queue.

8.2.1.11 If Qwest denies a request for Collocation in a Qwest Premises due to space limitations, Qwest shall allow SBCT representatives to tour the entire Premises escorted by Qwest personnel within ten (10) calendar days of SBCT's receipt of the denial of space, or a mutually agreed upon date. Such tour shall be without charge to SBCT. If, after the tour of the Premises, Qwest and SBCT disagree about whether space limitations at the Premises make Collocation impractical, Qwest and SBCT may present their arguments to the Commission, notwithstanding the provisions of the Dispute Resolution Section of the Agreement.

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, 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 when space becomes available. 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 Premise, 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 Premise;
- (d) Address of the Remote Premises that have been inventoried for Remote Collocation, and if the Remote Premises cannot accommodate collocation.

8.2.1.14 Reclamation and Reconditioning of Space –

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

8.2.1.14.1.1 If SBCT issues a Forecast or Reservation for collocation, Qwest shall use its best judgement to determine whether it would be appropriate to reclaim space and or equipment to meet expected Collocation requirements.

8.2.1.14.1.2 If SBCT 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, consistent with intervals as addressed in Section 8.4.

8.2.1.14.2 **Reconditioning of Space** -- If a request for Collocation is denied due to lack of space in a Qwest Premises, SBCT may request that Qwest recondition space. Reconditioning of space is the remodeling of raw or unconditioned space for equipment use, such as, but not limited to, conversion of administrative space. In instances where administrative space is to be conditioned for equipment use, Qwest will assess the cost of such reconditioning, provide a quote to SBCT for the costs including estimate of time interval, and upon acceptance of quote by SBCT, perform the necessary work to reclaim the space. For reconditioned space, SBCT is responsible for prorated charges based on the amount of space requested.

8.2.1.15 **Cancellation of Collocation Request.** SBCT may cancel a Collocation request prior to the completion of the request by Qwest by submitting a written request to the Qwest Account Manager. SBCT 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 SBCT's reservation of collocation space for SBCT'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;

8.2.1.16.1 Pursuant to CFR 51.323(f)(6), Qwest may impose reasonable restrictions on the warehousing of unused space by SBCT, provided, however, that Qwest shall not set maximum space limitations applicable to SBCT unless Qwest proves to the Commission that space constraints make such restrictions necessary.

8.2.1.17 In addition to, and consistent with, 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 equipment and installations meet earthquake rating requirements as contained in the Network Equipment Building System (NEBS) - BR GR-63-CORE document. A list of Qwest Premises and the applicable related earthquake ratings is available for review on the Qwest IRRG Website at:

www.uswest.com/wholesale/products/services/irrg/collocationproducts.html.

8.2.1.18 Qwest may only impose security arrangements that are as stringent as the security arrangements that Qwest maintains at its own Premises for its own employees or authorized contractors. Qwest will review the security requirements, issue keys, ID cards and explain the access control processes to SBCT. The access control process includes but is not limited to the requirement that all SBCT approved personnel or agents are subject to trespass violations if they are found outside of designated and approved areas or if they provide access to unauthorized individuals.

8.2.1.18.1 Qwest will take all reasonable measures to insure that SBCT 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 SBCT's equipment, Qwest will, at SBCT's request, vigorously and thoroughly investigate the situation. SBCT shall cooperate in the investigation as requested by Qwest. Qwest will keep SBCT apprised of the progress of any investigation, and report any conclusions in a timely manner.

8.2.1.19 For Physical Collocation, Qwest shall provide access to SBCT'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 SBCT personnel and its designated agents. Such access shall be permitted without requiring either a security escort of any kind or delaying SBCT's employees entry into Qwest Premises. Qwest shall provide SBCT with access to other basic facilities, including parking, where available on a first-come, first-served basis.

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

8.2.1.20.1 Pursuant to Section 51.321(f), Qwest shall allow SBCT reasonable access to its selected Collocation space during construction.

8.2.1.21 Nothing herein shall be construed to limit SBCT'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. SBCT may terminate a completed Collocation arrangement by submitting a written request to the Qwest account manager at least thirty (30) days prior to termination. Such notice shall contain SBCT's requested date of termination. Qwest shall provide SBCT a quotation for the reasonable costs of removing SBCT's collocated equipment and associated cabling and structure, which will be paid by SBCT within 30 days of the removal of the equipment by Qwest. Notwithstanding, SBCT may remove its own Physical Collocated equipment and SBCT will not be charged for the removal of equipment or cabling that is owned and removed by SBCT from the Physical Collocation space. SBCT shall not incur any recurring charges beyond the termination date, providing SBCT's equipment is removed and space is returned to Qwest.

8.2.1.23 Qwest shall design and engineer the most efficient route and cable racking for the connection between SBCT's equipment in its collocated spaces to the collocated equipment of another CLEC located in the same Qwest Premises; or to SBCT's own non-contiguous Collocation space. SBCT shall have access to the designated route and construct such connection, using copper, coax or optical fiber equipment utilizing a Qwest-approved vendor or another vendor of SBCT's own choosing, subject to Qwest's approval, which may not be unreasonably withheld. SBCT may place its own fiber, coax or copper cable connecting facilities outside of the actual physical Collocation space, subject only to reasonable NEBS Level 1 safety limitations using the route specified by Qwest. SBCT may perform such interconnections at the ICDF, if desired. SBCT may interconnect its network as described herein to any other collocating carrier, to any collocated affiliate of SBCT, to any end user's premises, and may interconnect SBCT's own collocated space and/or equipment (i.e. SBCT's physical Collocation and SBCT's virtual Collocation on the same Premises). CLEC-to-CLEC Connections shall be ordered in accordance with Section 8.4.6.

8.2.1.24 Qwest will provide SBCT the same connection to the network as Qwest uses for provision of services to Qwest end-users. The direct connection to Qwest's network is provided to SBCT through direct use of Qwest's existing cross connection network. SBCT 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 SBCT terminations will be placed on the appropriate Qwest cross connection frames using standard engineering principles. SBCT terminations will share frame space with Qwest terminations on Qwest frames without a requirement for an intermediate device.

8.2.1.26 If SBCT disagrees with the selection of the Qwest cross-connection frame, SBCT 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 SBCT'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 as described in the Bona Fide Request Process Section of this Agreement. 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. SBCT must pay all reasonable associated conversion charges.

8.2.1.28 Qwest shall permit SBCT to subcontract the construction and build-out of physical collocation arrangements with contractors approved by Qwest. Such approval involves security access arrangements and shall not be unreasonably withheld. SBCT is not required to use Qwest or Qwest contracted personnel for the engineering and installation of SBCT's collocated equipment. Approval by Qwest of SBCT'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 SBCT 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 SBCT's 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 SBCT by the Abnormal Condition Report (ACR), via facsimile, 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 may impact SBCT equipment no later than thirty (30) minutes after such activity commences. Finally, Qwest shall immediately notify SBCT by ACR if an alarm condition exists with respect to the monitoring of power that poses a material risk to the continued operation of SBCT equipment.

8.2.1.30 Upon request by SBCT, Qwest will provide channel regeneration at DS1 or DS3 levels to and from SBCT's Collocation space.

8.2.1.31 When Qwest provides power, back-up power, lighting, ventilation, heat, air conditioning and other environmental conditions necessary for SBCT's equipment, at a minimum, the associated performance, availability, restoration and other operational characteristics shall be at parity with that provided to Qwest's substantially similar telecommunications equipment unless otherwise agreed to in writing.

8.2.2 Terms and Conditions - Virtual Collocation

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

8.2.2.2 SBCT will not have physical access to the Virtual Collocated equipment in the Qwest Premise. However, SBCT will have physical access to the demarcation point in the Qwest Premise.

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

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

8.2.2.5 SBCT's virtually collocated equipment must comply with Bellcore 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. SBCT shall provide Qwest interface specifications (e.g., electrical, functional, physical and software) of SBCT's virtual collocated equipment. Such safety and engineering standards shall apply to SBCT equipment only to the degree that they apply to Qwest equipment located in Qwest's Premises.

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

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

8.2.2.8 SBCT will be responsible for payment of reasonable charges incurred in the maintenance and/or repair of SBCT's virtual collocated equipment in accordance with this Agreement, unless otherwise agreed by the Parties. Notwithstanding the foregoing, SBCT shall not be responsible for any costs or charges incurred in the maintenance and/or repair of SBCT'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 SBCT 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 Reserved for future use.

8.2.3.3 Qwest agrees to provide for diversity of fiber routing within the Premises, where available, where technically feasible, and consistent with Qwest's diversity of fiber routing for itself, upon request from SBCT and at SBCT's expense.

8.2.3.4 Qwest will design the floor space in the most efficient manner possible within each Premises that will constitute SBCT's leased space in accordance with SBCT's Collocation application. If requested by SBCT on the Collocation application, the Parties will meet within forty-eight (48) hours of Qwest's receipt of such application, to review SBCT's Collocation application.

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 and consistent with Qwest's standard practice, including all construction of SBCT's leased physical space and the riser from the vault to the leased physical space.

8.2.3.6 SBCT is responsible for the design, installation, maintenance and repair of its equipment located within the Physical Collocation space leased from Qwest.

8.2.3.7 Qwest shall permit SBCT to commence installation of its equipment prior to completion of Qwest's work on the remaining Collocation infrastructure, at no additional charge to SBCT. Such "Early Access" date will be negotiated by Qwest and SBCT on site specific basis. SBCT must pay the remainder of the quoted non-recurring charges before Early Access is granted. All appropriate recurring charges will begin on the negotiated date. The enclosure for Caged Physical Collocation must be complete before Early Access is granted. Such Early Access by SBCT 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 SBCT in matters of joint testing and maintenance.

8.2.3.9 If, during installation, Qwest determines SBCT activities or equipment do not comply with the NEBS Level 1 safety standards consistent with this Section or are in violation of any applicable laws or regulations all equally applied to Qwest, Qwest has the right to stop all installation work until the situation is remedied. If such conditions pose an immediate threat to the safety of Qwest employees, interfere with the performance of Qwest's service obligations, or pose an immediate threat to the physical integrity of the conduit system, cable facilities or other equipment in the Premises, Qwest may perform such work and/or take action as is reasonably necessary to correct the condition at SBCT's expense. In the event that SBCT disputes any action Qwest seeks to take or has taken pursuant to this provision, SBCT may pursue immediate resolution by the Commission or a court of competent jurisdiction.

8.2.3.10 All equipment placed within Qwest's Premises will be subject to random safety audits conducted by Qwest, with reasonable notice to allow SBCT to be present, should Qwest need to access SBCT's space. These audits will determine whether the equipment meets the NEBS Level 1 safety standards required by this Agreement. Qwest will notify SBCT of deviations found in such audits. 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 consistent with this Section, SBCT will be responsible for the costs associated with the removal, modification to, or replacement of the offending equipment, to bring it into compliance. Qwest shall provide written notice of the non-compliance to SBCT, 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 SBCT'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 SBCT's equipment fails to meet. If SBCT fails to correct any non-compliance within fifteen (15) calendar days of written notice of non-compliance, 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 reasonably necessary to correct the condition at SBCT's expense.

8.2.3.11 Qwest shall provide basic telephone service with a connection jack at the request of SBCT for Caged or Cageless Physical Collocated space. Upon SBCT's request, this service shall be available per standard Qwest business service provisioning processes and rates. Upon SBCT request with sufficient notice, Qwest shall make such service available at the Collocation arrangement on the day that the space is turned over to SBCT, in accordance with standard Qwest business provisioning intervals.

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

8.2.3.13 For Cageless Physical Collocation in a Premises, the minimum square footage is nine (9) square feet per bay (however, if smaller bays are or become available, Qwest will reduce the minimum square footage accordingly). Requests for multiple bay space will be provided in adjacent bays where possible. When contiguous space is not available, bays may be commingled with other CLECs' equipment bays. SBCT may request a price quote to rearrange Qwest equipment to provide SBCT with contiguous space.

8.2.4 Transmission Facility Access to Collocation Space

8.2.4.1 For Virtual or Physical Collocation, SBCT may select from three (3) optional methods for transmission facility access to its Collocation space. They include: 1) fiber entrance facilities, 2) purchasing private line or access services, and 3) unbundled network elements. SBCT may also request other entrance facility methods, such as microwave and wireless or other entrance technologies, through the BFR process.

8.2.4.2 **Collocation Fiber Entrance Facilities.** Qwest offers three Fiber Collocation Entrance Facility options – Standard Fiber Entrance Facility, Cross-Connect Fiber Entrance Facility and Express Fiber Entrance Facilities. These options apply to Caged and Cageless Physical Collocation and Virtual Collocation. Fiber Entrance Facilities provide the connectivity between SBCT's collocated equipment within the Qwest Wire Center and a Collocation Point of Interconnection (C-POI), described in Section 8.2.4.6, outside the Qwest Wire Center.

8.2.4.3 When using fiber entrance facilities, SBCT is responsible for delivering its own fiber facilities to the C-POI outside Qwest's Wire Center. For Standard and Cross-Connect Fiber Entrance Facilities, Qwest will provide 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 SBCT's leased

Collocation space (Caged or Cageless Physical Collocation) or SBCT's equipment (Virtual Collocation). Express Fiber Entrance Facility provides for Qwest to pull SBCT's fiber, delivered to the C-POI with sufficient length, onto SBCT Collocation space or equipment without splices or termination on an FDP. The following provides further details on each of these three options.

8.2.4.3.1 Standard Fiber Entrance Facility -- The standard fiber entrance facility provides fiber connectivity between SBCT's fiber facilities delivered to the C-POI and SBCT's Collocation space, in increments of 12 fibers. At the C-POI, Qwest splices SBCT's fiber cable into a Qwest-provided shared 72-fiber entrance cable, consisting of six buffer tubes containing 12 fibers each. Qwest will then terminate the 72-fiber cable on a Qwest provided Fiber Distribution Panel (FDP). A 12 fiber interconnection cable is then placed between SBCT's Collocation space and the FDP. The FDP provides Qwest with test access and a connection point between the transport fiber and the interconnection cable to SBCT's Collocation space or equipment.

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

8.2.4.3.3 Express Fiber Entrance Facility – Qwest will place SBCT-provided fiber cable from the C-POI directly to SBCT's Collocation space. The fiber cable placed in the Wire Center must meet NEBS Level 1 fire rating requirements. If SBCT's 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. Qwest will cooperate with SBCT to determine the length of fiber cable required, extending from the C-POI onto SBCT's Collocation space or equipment. This option will not be available if there is less than one full sized conduit (for emergency restoration) and 2 innerducts (one for emergency restoral and one for a shared entrance cable).

8.2.4.3 (a) Other Premises Fiber Entrance Facilities. Entrance facilities described above are only available in Qwest Wire Centers. For all other Premises as technically feasible, SBCT is responsible for delivering its own fiber facilities to the C-POI outside the Premises. Qwest will then place SBCT's provided fiber cable from the C-POI directly to SBCT's Collocation space, unless otherwise agreed to by the Parties. As applicable

to the particular Premises, SBCT's fiber cable must meet the NEBS Level 1 fire rating requirements.

8.2.4.4 Qwest will designate the location of the C-POI for Virtual, Caged Physical or Cageless Physical Collocation arrangements, pursuant to Section 8.2.4.6.

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. Qwest will consider SBCT's requests for non-standard entrances through the BFR process described in the Bona Fide Request Process Section of this Agreement. Qwest will develop all costs and provisioning intervals for non-standard entrances on an individual case basis.

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

8.2.4.7 As an alternative to the Fiber Entrance Facilities described above, SBCT may purchase Qwest tariffed or cataloged Private Line or Switched Access services between its premises and its Collocation space in or on a Qwest Premises.

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

8.2.5 Terms and Conditions – ICDF Collocation

8.2.5.1 Interconnection Distribution Frame (ICDF) Collocation is available for CLECs who have not obtained Caged or Cageless Physical Collocation, but who require access to the Qwest Wire Center for combining unbundled network elements and ancillary services. ICDF Collocation provides SBCT with access to the Interconnection Distribution Frame, where Qwest will terminate the unbundled network elements and ancillary services ordered by SBCT. SBCT may combine one UNE to another UNE or ancillary service by running a jumper on the ICDF. SBCT access to the ICDF will be on the same terms and conditions described for other types of Physical Collocation in this Section.

8.2.5.2 Qwest will give all Qwest terminations on the Interconnection Distribution Frame a frame address. Qwest will establish and maintain frame address records for these Qwest terminations. Qwest will also maintain assignment records for each unbundled network element and ancillary service ordered by SBCT that is terminated on the Interconnection Distribution Frame. Qwest will provide SBCT with the frame assignments for each unbundled network element and ancillary service ordered by SBCT to terminate on the ICDF.

8.2.5.3 When using the ICDF, SBCT will be required to place the jumper connection between frame addresses to connect unbundled loops, ancillary and finished services. SBCT will be required to maintain the records for SBCT-provided jumpers.

8.2.6 Terms and Conditions- Adjacent Collocation

8.2.6.1 If SBCT chooses to construct or procure an Adjacent Space Collocation structure on Qwest Premises, pursuant to Section 8.1.1.6, Qwest will process such request on an individual case basis for costs. Property leased by Qwest to SBCT for such Adjacent Collocation will be based on the fair market value of the land.

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

8.2.6.3 Intentionally left blank.

8.2.6.4 Upon request, Qwest will evaluate all parking or other spaces outside the Premises building on Qwest property that can be reasonably made available to SBCT for Adjacent Collocation. Qwest will retain a reasonable amount of parking space for Qwest technicians or other vehicles, including SBCT'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 SBCT to move, or prohibit SBCT from moving its collocation arrangement into the Qwest structure. Instead, Qwest shall continue to allow SBCT to collocate in any adjacent controlled environmental vault or similar structure that the carrier has constructed or otherwise procured.

8.2.7 Terms and Conditions – Remote Collocation

8.2.7.1 Remote Collocation allows SBCT to physically collocate in a Qwest Remote Premises that is located remotely from a Qwest Wire Center building property.

8.2.7.2 The terms and conditions for Caged, Cageless and Shared Physical Collocation shall apply to Remote Collocation as appropriate to the specific Remote Premise structure and subject to technical feasibility, or if appropriate, Adjacent Collocation as set forth in Section 8.2.6. 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 SBCT 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 quotation in support of Collocation:

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

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

8.3.1.5 Cable Splicing Charge. Represents the labor and equipment to perform a subsequent splice to SBCT-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 SBCT's collocated equipment and is fused at 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 SBCT'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 SBCT 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 SBCT.

8.3.1.9 Channel Regeneration Charge. Required when the distance from the leased physical space (for Caged or Cageless Physical Collocation) or from the collocated equipment (for Virtual Collocation) to the Qwest network is of sufficient length to require regeneration.

8.3.1.10 Interconnection Tie Pairs (ITP) are described in the UNE Section, and apply for each unbundled network element, ancillary service or Interconnection service delivered to SBCT. 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 SBCT for the purpose of accessing unbundled network elements. These terminations may be requested in Shared Access and Direct Connection Configurations.

8.3.1.11.1 Shared Access

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

- (a) Existing Interconnection Distributing Frame (ICDF).
- (b) Existing DSX Panels for DS-1 and DS-3 services
- (c) New Interconnection Distributing Frame
- (d) Existing Toll Frame
- (e) Fiber Distribution Panel

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 provided termination blocks, installation labor between SBCT's collocated equipment and the appropriate cross connect device. Cabling is also required and may be provided by SBCT 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 SBCT provides the cabling, Collocation Termination rates, on a per termination basis, will apply as contained in Exhibit A of this Agreement.

8.3.1.11.2 Direct Connection

8.3.1.11.2.1 Direct Connection provides an uninterrupted path from the Collocation space to an existing frame. This option will guarantee that there will not be an ICDF. The connection will be designed from the Collocation space to the same frame that Qwest uses to connect to that specific service. For example, if SBCT 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. SBCT will select their desired option via the supplemental Direct Connection (DC-POT) With Collocation Form DC050900. If SBCT 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 SBCT 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, SBCT will receive an Alternate

Point Of Termination (APOT) form so that they may order finished services and UNEs. SBCT 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 SBCT's termination point will require a CLLI code and Frame Number or Relay Rack 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 SBCT 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. Qwest will customize and determine the provision intervals and costs on an individual case basis (ICB). SBCT will provide a five (5) year forecast including termination quantities. MELD runs will be required for the initial COSMIC plan and each subsequent block addition. To minimize SBCT's cost, to the extent feasible, Qwest shall consolidate SBCT's requirements with the requirements of Qwest and other CLECs into a single MELD run whenever feasible. Costs of such consolidated MELD runs shall be prorated among the Parties, including Qwest. Minimum installation requires at least one (1) block for every two outside plant modules. with a ½ shelf of block capacity reserved for future block space, where space permits. Where ½ shelf space is not available, re-termination (grooming) of circuits and frame growth may be required. Costs for such activities will be assessed to SBCT and listed on the quote.

8.3.1.11.2.4 Requests for terminations at a DS0, 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 SBCT to ensure that the cable is terminated in an existing frame with the service that SBCT 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 terminations; DS1 in increments of 28 terminations; DS3 in increments of one (1) coaxial cable or fiber.

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

8.3.1.13 Composite Clock/Central Office Synchronization. Recovers the cost of providing composite clock and/or DS1 synchronization signals traceable to a stratum one source. SBCT must determine the synchronization requirements for SBCT'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 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.

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 SBCT's virtually collocated equipment. SBCT 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 SBCT. A call-out of a maintenance technician after business hours is subject to a minimum charge of three hours.

8.3.2.2 Training Labor. Provides for the training of Qwest personnel on a metropolitan service area basis provided by the vendor of SBCT's virtually collocated equipment when that equipment is different from Qwest-provided equipment. Qwest will require three Qwest employees to be trained per metropolitan service area in which SBCT'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 SBCT to provide training for additional Qwest employees for the same virtually collocated equipment in the same metropolitan area. The amount of training billed to SBCT will be reduced by half, should a second CLEC in the same metropolitan area select the same virtually collocated equipment as SBCT.

8.3.2.3 Equipment Bay. Provides mounting space for SBCT's virtually collocated equipment. Each bay includes the 7 foot bay, its installation, and all necessary environmental supports. Mounting space on the bay, including space for the fuse panel and air gaps necessary for heat dissipation, is limited to 78 inches. The monthly rate is

applied per shelf. SBCT may request use of alternate bay heights of 9 feet and 11 feet 6 inches, which Qwest will consider on an individual case basis. No Equipment Bay Charge is assessed if SBCT provides its own equipment bay.

8.3.2.4 Engineering Labor. Provides the planning and engineering of SBCT's 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 SBCT's virtually collocated equipment.

8.3.2.6 Floor Space Lease. Required for virtual collocation only in the instance where SBCT provides its own equipment bay. This rate element provides the monthly lease for the space occupied by SBCT-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 SBCT-provided equipment bay and general repair and maintenance. The Floor Space Lease includes required aisle space on each side of SBCT-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 SBCT loads specified), lighting (not to exceed 2 watts per square foot), and convenience outlets (3 per caged Collocation or number required by building code) and the cost associated with space engineering. If a new line-up is established for cageless Collocation, Qwest will provide an AC power outlet 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. SBCT may choose from Qwest approved contractors or may use another vendor of SBCT'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 event SBCT elects to contract directly with an approved contractor, pricing in Exhibit A shall be adjusted on an Individual Case Basis. In the case of shared Collocation, Qwest may not increase the cost of site preparation or nonrecurring charges above the 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 SBCT based on the percentage of the total space used by SBCT. 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 SBCT as a percentage of the total overall space preparation and conditioning expenses do not exceed the percentage of the total Collocation space used by SBCT.

8.3.3.2 Floor Space Lease. Provides the monthly lease for the leased physical space, property taxes and base operating cost without -48 volt DC power. Includes convenience 110 AC, 15 amp electrical outlets provided in accordance with local codes and may not be used to power transmission equipment or -48 volt DC power generating equipment. Also includes maintenance for the leased space; provides for the preventative maintenance (climate controls, filters, fire and life systems and alarms, mechanical systems, standard HVAC); a pro-rata share of biweekly housekeeping services (sweeping, spot cleaning, trash removal) of Qwest Premise common areas surrounding the leased physical space and general repair and maintenance. The Floor Space Lease includes required aisle space on each side of the cage enclosure, as applicable.

8.3.3.3 Intentionally left blank.

8.3.3.4 Collocation Grounding Charge. Used to connect the Premise common ground to SBCT's equipment. Recurring and nonrecurring charges are assessed per foot to SBCT's equipment.

8.3.4 Rate Elements - ICDF Collocation

8.3.4.1 The charges for ICDF Collocation are the non-recurring and recurring charges associated with the unbundled network elements or ancillary services ordered by SBCT, 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.

8.4 Ordering

8.4.1 Ordering - All Collocation

8.4.1.1 To the extent SBCT has not already done so, SBCT must complete the requirements in the Implementation Schedule Section of this Agreement before submitting a Collocation Order Form to Qwest.

8.4.1.2 Any material changes, modifications or additional engineering requested by SBCT, subsequent to its initial order, as to the type and quantity of equipment or other aspects of the original Collocation request, must be submitted with a revised Collocation Application. Such requests, which require additional work on the part of Qwest, will either be implemented with the original request or worked as a subsequent construction activity, dependent upon the time of submission; e.g., feasibility, quotation, or after down payment, and the extent of the modification, solely at Qwest's discretion.

8.4.1.3 There are four (4) primary steps in the ordering of collocation – 1) Forecasting, 2) Application, 3) Acceptance, and 4) Provisioning Interval.

8.4.1.4 SBCT shall submit an annual forecast, updated at the end of each quarter, of its future Collocation requirements. The quarterly forecast shall be reviewed by SBCT and the Qwest Account team. SBCT's forecasts shall be deemed confidential information, pursuant to the non-disclosure Section of this Agreement, and Qwest will not distribute or reveal, in any form, SBCT's forecasts to its retail marketing, sales, or

strategic planning personnel. The forecast shall include, for each Qwest premises, the following:

- (a) Identification of the Qwest Premise;
- (b) Floor space requirements, including the number of bays for a cageless collocation arrangement;
- (c) Power requirements;
- (d) Heat dissipation;
- (e) Type of collocation (e.g., caged physical, cageless physical, shared, virtual, etc.);
- (f) Collocated equipment;
- (g) Entrance facility type;
- (h) Type and quantity of terminations; and
- (i) Date SBCT expects to submit its Collocation Application;

8.4.1.5 SBCT shall submit the then current Collocation Application to order Collocation at a particular Qwest Premises. Qwest shall make such Collocation Application available, that reflects the latest required Collocation arrangements and shall not be inconsistent with the provisions of this Section 8. A Collocation Application shall be considered complete, if it contains:

- (a) Identification of the Qwest Premise;
- (b) Floor space requirements, including the number of bays for a cageless collocation arrangement;
- (c) Power requirements;
- (d) Heat dissipation;
- (e) Type of collocation (e.g., caged physical, cageless physical, shared, virtual, etc.);
- (f) Collocated equipment;
- (g) Entrance facility type;
- (h) Type and quantity of terminations;
- (i) Alternate form of collocation if first choice is not available;
- (j) Billing contact; and
- (k) Other Qwest established standard information required on the Collocation Application form.

8.4.1.5.1 If Qwest determines that the Application is not complete, Qwest shall notify SBCT of any deficiencies within ten (10) calendar days of the Application. Qwest shall provide sufficient detail so that SBCT has a reasonable opportunity to cure each deficiency. To retain its place in the collocation queue for the requested Premise, SBCT must cure any deficiencies in its Application and resubmit the Application within ten (10) calendar days after being advised of the deficiencies.

8.4.1.5.2 Qwest will provide an itemized quotation of charges, and upon request by SBCT will provide adequate cost support necessary for SBCT to determine such rates are reasonable. Should SBCT disagree with the proposed Qwest quote, SBCT may accept the quotation subject to protest, which the Parties will resolve by the Dispute Resolution process of this Agreement. In such case, Qwest' obligation under this Section 8 shall be the same as if SBCT accepted the quotation without protest.

8.4.1.6 After receipt of a Collocation quote from Qwest, SBCT shall submit a Collocation Acceptance to continue the processing of a particular Collocation Application. A Collocation Acceptance shall be considered complete, if it contains:

- (a) Signed Acceptance; and
- (b) Payment of fifty percent (50%) of quoted charges, unless prohibited by the Commission.

8.4.1.6(a) Intervals set forth in this Section 8 are intended to reflect the intervals set forth by the FCC. Qwest shall provide physical collocation (i.e., caged, cageless, shared, and adjacent) within the deadlines set forth herein, except to the extent a state sets its own deadlines or Qwest has demonstrated to the Commission that physical collocation is not practical for technical reasons or because of space limitations.

8.4.1.7 Collocation Space Reservation – allows SBCT to reserve space in a Qwest Premises for up to one (1) year for transmission equipment (ATM, packet switching, DSLAM), three (3) years for circuit switching equipment, and five (5) years for power equipment, consistent with Section 8.2.1.16. SBCT may reserve space in a particular Qwest Premises through the Collocation Space Reservation Application Form. Request for contiguous space will be honored, if available.

8.4.1.7.1 Collocation Space Reservation Application – Upon receipt of the Collocation Space Reservation Application Form, Qwest will provide space feasibility within ten (10) calendar days.

8.4.1.7.2 Collocation Space Reservation Quotation – If space is available, Qwest will provide a specific price quote based on the requested Collocation requirements described on the Collocation Space Reservation Application Form. The quote and a billing invoice for twenty-five percent (25%) payment of nonrecurring charges will be sent to SBCT within twenty-five (25) calendar days from the Collocation Space Reservation Application receipt.

8.4.1.7.2.1 Collocation Space Reservation Acceptance – SBCT must electronically submit Acceptance or non-Acceptance of the quote within seven (7) calendar days of receipt of the quotation. If SBCT 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 SBCT submits the Acceptance more than thirty (30) calendar days after receipt of the quotation.

8.4.1.7.3 Upon receipt of the twenty-five percent (25%) payment, Qwest will reserve the space on behalf of SBCT in accordance with the Application and take the necessary steps to ensure the availability of power, HVAC and other components reflected on the application for reservation. Qwest will hold the reservation for the applicable reservation period after the twenty-five percent (25%) payment. This payment will be applied to the subsequent Collocation Application.

8.4.1.7.4 SBCT 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 SBCT.
- 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 SBCT.
- 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 SBCT.
- 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 SBCT.

8.4.1.8 Collocation Space Option

8.4.1.8.1 SBCT, Qwest, and Qwest Affiliates may Option space in Qwest Wire Center Premises in accordance with the terms of this Section for the following equipment and time periods.

- 8.4.1.8.1.1 Transmission equipment – one (1) Year
- 8.4.1.8.1.2 Circuit switching equipment – three (3) Years
- 8.4.1.8.1.3 Power plants – five (5) Years

8.4.1.8.2 Optioned space is offered to SBCT for Caged, Cageless, and Virtual Collocation. To promote fairness and prevent warehousing, the following limits apply.

- 8.4.1.8.2.1 The party requesting the Option may specify the amount of space to be Optioned, but not a specific location within the Wire Center. SBCT may also request space be contiguous to its existing Collocation space.
- 8.4.1.8.2.2 SBCT may Option one Collocation space per Wire Center.
- 8.4.1.8.2.3 The maximum amount of space per Wire Center to be Optioned is:
 - 200 square feet for Caged Collocation
 - 4 bays for Cageless and Virtual Collocation

8.4.1.8.3 The Collocation Space Option Application form will be processed upon receipt of a properly completed request. Such form shall be considered properly completed if it contains identifying information of SBCT, the applicable Qwest Premises, the amount of Collocation space sought, the type of Collocation (Caged, Cageless, virtual) and the type of equipment (from the categories identified in this Section) for which the option is being sought. SBCT must have met all past and present undisputed financial obligations to Qwest. Upon receipt of the Collocation Space Option Application form, Qwest will confirm in writing, within 10 calendar days, the availability of, and price quote (the "Option Fee") for the Optioned space. If space is not available, Qwest will deny the request.

8.4.1.8.4 SBCT 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 SBCT.

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 SBCT 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, SBCT 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 SBCT accepts the quote from Qwest on SBCT's renewal application.

8.4.1.8.7 First Right of Refusal – If Qwest receives a valid Collocation Application (CLEC A is the requesting party) for a Qwest Wire Center in which all available space has been occupied or Optioned, the following provisions for First Right of Refusal will apply:

8.4.1.8.7.1 All Qwest out of space reporting requirements apply to the Collocation Application. In addition, Qwest will provide CLEC A with Option space information (e.g., Caged and Cageless Optioned space) that may fulfill the requirements of the CLEC A's Collocation Application. At CLEC A's request, Qwest will initiate the Option Enforcement Notice process by notifying the Option Party or Parties 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 its Right of First Refusal by submitting either a Collocation Application as set forth in this Section, or by submitting the Collocation Space Reservation Application set forth in this Section, within ten (10) calendar days of receipt of the Option Enforcement Notice. This process continues for all Optioned space until all Optioned space is exercised or Optioned space is relinquished (affirmatively by SBCT 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 SBCT if Qwest requires the use of the contiguous space for itself, its affiliates or other CLECs. Upon notification, SBCT will have seventy-two (72) hours to indicate its intent to submit a Collocation Application or Collocation Reservation. SBCT may choose to terminate the contiguous space Option or continue without the contiguous provision.

8.4.1.8.7.4 The rate elements for the Collocation Space Option are comprised of the following.

8.4.1.8.7.4.1 Space Option Administration Fee is a nonrecurring fee for all Collocation Space Option requests and covers the processing of application, feasibility, common space engineering, records management, and administration of the First Right of Refusal process.

8.4.1.8.7.4.2 Space Option Fee is a monthly recurring fee that will be charged based upon the amount of space being optioned, at two dollars (\$2.00) per square foot per month.

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 8.4.1.8.7.4.2 above shall be applied to such Application.

8.4.2 Ordering - Virtual Collocation

8.4.2.1 **Application** -- Upon receipt of a complete Collocation Application as described in 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 SBCT's equipment within the Premise. Qwest will provide the feasibility study within ten (10) calendar days of receipt of a complete Application, if the Application was included in SBCT's forecast at least sixty (60) calendar days prior to the Application. If the Application was not included in SBCT's forecast at least sixty (60) calendar days prior to the Application, the feasibility

study shall be completed within twenty (20) calendar days of receipt of a complete Application.

8.4.2.2 Quotation Interval -- If Collocation space is available, Qwest will develop a price quotation within twenty-five (25) calendar days of completion of the feasibility study. SBCT must submit a Collocation application for subsequent requests to augment an existing Virtual Collocation Arrangement. Qwest will process adding plug-ins, e.g., DS1 or DS3 cards to existing Virtually Collocated equipment, within ten (10) business days. Virtual Collocation price quotes will be honored for thirty (30) calendar days from the date the quote is provided. During this period the Collocation entrance facility and space are reserved pending SBCT's approval of the quoted charges.

8.4.2.2 (a) If Qwest determines that there is sufficient space to provide for SBCT's Collocation request, but discovers no available entrance facilities, if such is also required by SBCT, Qwest will advise SBCT of this condition in its feasibility study. Qwest will then provide to SBCT a price quotation for the requested collocation space pursuant to this Section 8.4.2.2 above. Additionally, upon SBCT's request, Qwest will provide to SBCT a quote of cost and construction interval, as determined on an ICB basis, to furnish SBCT's required entrance facilities. Qwest shall make reasonable efforts to minimize the interval required to construct these additional entrance facilities.

8.4.2.3 Acceptance -- Upon receipt of complete Collocation Acceptance, as described in Section 8.4.1.6, space will be reserved and construction by Qwest will begin.

8.4.2.4 Provisioning Interval -- The interval for Virtual Collocation shall vary depending upon three factors – 1) whether the request was forecasted or the space was reserved, in accordance with Sections 8.4.1.4 and 8.4.1.7, whether SBCT provides its Acceptance within seven (7) calendar days receipt of the quotation, and 3) whether SBCT delivers its collocated equipment to Qwest in a timely manner, which shall mean within forty-five (45) days of the receipt of the complete Collocation Application. 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.

8.4.2.4.1 Forecasted Applications with Timely Acceptance – If an Application is included in SBCT's forecast at least sixty (60) calendar days prior to submission of the Application, and if SBCT provides a complete Collocation Acceptance within seven (7) calendar days of receipt of the Qwest collocation quotation, and if all of SBCT's equipment is available at the Qwest Premises no later than forty-five calendar (45) 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 SBCT's equipment is not delivered to Qwest within forty-five (45) 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 SBCT's equipment.

8.4.2.4.2 Forecasted Applications with Late Acceptance – If an Application is included in SBCT's forecast at least sixty (60) calendar days prior to submission of the Application, and if SBCT provides a complete Collocation

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 SBCT's equipment is available at the Qwest Premises no later than forty-five calendar (45) 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 SBCT's equipment is not delivered to Qwest within forty-five (45) 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 SBCT's equipment. If SBCT submits its acceptance more than thirty (30) days after receipt of the Qwest quotation, the Application shall be resubmitted by SBCT.

8.4.2.4.3 Unforecasted Applications with Timely Acceptance – If an Application is not included in SBCT's forecast at least sixty (60) calendar days prior to submission of the Application, and if SBCT provides a complete Collocation Acceptance within seven (7) calendar days of receipt of the Qwest collocation quotation, and if all of SBCT's equipment is available at the Qwest Premises no later than forty-five calendar (45) 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 SBCT's equipment is not delivered to Qwest within forty-five (45) 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 SBCT's equipment. However, the interval may be lengthened if additional power or HVAC is required to complete the installation. Due to variables in equipment availability and scope of the work to be performed, additional time may be required for implementation of the structure required to support the Collocation request. Examples of structure that may not be completed within one hundred and twenty (120) calendar days may include additional time for placement of a C-POI and DC power upgrades required to meet SBCT's Collocation request. Qwest may increase the provisioning interval for a proposed collocation arrangement no more than sixty (60) calendar days in the event SBCT fails to timely and accurately forecast the arrangement, unless the Commission specifically approves a longer interval. Qwest shall use its best efforts to minimize any such increases.

8.4.2.4.4 Unforecasted Applications with Late Acceptance – If an Application is not included in SBCT's forecast at least sixty (60) calendar days prior to submission of the Application, and if SBCT provides a complete Collocation 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 SBCT's equipment is available at the Qwest Premises no later than forty-five calendar (45) 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 Acceptance. If SBCT's equipment is not delivered to Qwest within forty-five (45) 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 SBCT's equipment. However, the interval may be lengthened if

additional power or HVAC is required to complete the installation. Due to variables in equipment availability and scope of the work to be performed, additional time may be required for implementation of the structure required to support the Collocation request. Examples of structure that may not be completed within one hundred and twenty (120) calendar days may include additional time for placement of a C-POI and DC power upgrades required to meet SBCT's Collocation request. Qwest may increase the provisioning interval for a proposed collocation arrangement no more than sixty (60) calendar days in the event SBCT fails to timely and accurately forecast the arrangement, unless the Commission specifically approves a longer interval. Qwest shall use its best efforts to minimize any such increases.

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 SBCT's equipment within the Premise. Qwest will provide the feasibility study within ten (10) calendar days from date of receipt of a complete Application, if the application was included in SBCT's forecast at least sixty (60) calendar days prior to the Application. If the Application was not included in SBCT's forecast at least 60 days prior to the application, the feasibility study shall be completed within twenty (20) calendar days of receipt of a complete Application.

8.4.3.2 **Quotation** -- If Collocation 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. 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 SBCT's approval of the quoted charges.

8.4.3.2(a) If Qwest determines that there is sufficient space to provide for SBCT's Collocation request, but discovers no available entrance facilities, if such is also required by SBCT, Qwest will advise SBCT of this condition in its feasibility study. Qwest will then provide to SBCT a price quotation for the requested collocation space pursuant to this Section 8.4.3.2 above. Additionally, upon SBCT's request, Qwest will provide to SBCT a quote of cost and construction interval, as determined on an ICB basis, to furnish SBCT's required entrance facilities. Qwest shall make reasonable efforts to minimize the interval required to construct these additional entrance facilities.

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 **Provisioning Interval** -- The interval for physical collocation shall vary depending upon two factors -- 1) whether the request was forecasted or the space was reserved, in accordance with Sections 8.4.1.4 and 8.4.1.7, and 2) whether SBCT provides its Acceptance within seven (7) calendar days of receipt of the quotation.

8.4.3.4.1 Forecasted Applications with Timely Acceptance – If an Application is included in SBCT's forecast at least sixty (60) calendar days prior to submission of the Application, and if SBCT provides a complete Collocation 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 an Application is included in SBCT's forecast at least sixty (60) calendar days prior to submission of the Application, and if SBCT provides a complete Collocation 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 SBCT submits its acceptance more than thirty (30) days after receipt of the Qwest quotation, a new Application shall be resubmitted by SBCT.

8.4.3.4.3 Unforecasted Applications with Timely Acceptance – If an Application is not included in SBCT's forecast at least sixty (60) calendar days prior to submission of the Application, and if SBCT provides a complete Collocation 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. However, the interval may be lengthened if additional power or HVAC is required to complete the installation. Due to variables in equipment availability and scope of the work to be performed, additional time may be required for implementation of the structure required to support the Collocation request. Examples of structure that may not be completed within one hundred and twenty (120) calendar days may include additional time for placement of a C-POI and DC power upgrades required to meet SBCT's Collocation request. Qwest may increase the provisioning interval for a proposed collocation arrangement no more than sixty (60) calendar days in the event SBCT fails to timely and accurately forecast the arrangement, unless the Commission specifically approves a longer interval. Qwest shall use its best efforts to minimize any such increases.

8.4.3.4.4 Unforecasted Applications with Late Acceptance – If an Application is not included in SBCT's forecast at least sixty (60) calendar days prior to submission of the Application and if SBCT provides a complete Collocation Acceptance more than eight (8) calendar days but less than thirty (30) calendar days after receipt of the Qwest collocation quotation, Qwest shall complete its installation of the collocation arrangement within one hundred and twenty (120) calendar days of the receipt of the complete Collocation Acceptance. Due to variables in equipment availability and scope of the work to be performed, additional time may be required for implementation of the structure required to support the Collocation request. Examples of structure that may not be completed within one hundred and twenty (120) calendar days may include additional time for placement of a C-POI and DC power upgrades required to meet SBCT's Collocation request. Qwest may increase the provisioning interval for a proposed collocation arrangement no more than sixty (60) calendar days in

the event SBCT fails to timely and accurately forecast the arrangement, unless the Commission specifically approves a longer interval. Qwest shall use its best efforts to minimize any such increases.

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 SBCT's equipment within the Wire Center. Qwest will provide the feasibility study within ten (10) calendar days from date of receipt of a complete Application, if the application was included in SBCT's forecast at least 60 days prior to the Application. If the Application was not included in SBCT's forecast at least 60 days prior to the application, the feasibility study shall be completed within 20 calendar days of receipt of a complete Application. The ICDF Collocation Application shall include a SBCT-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 SBCT. 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.

8.4.4.2 **Quotation** -- If office 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 SBCT's approval 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 **Provisioning Interval** -- The interval for ICDF Collocation shall vary depending upon two factors -- 1) Whether the request was forecasted or the space was reserved, in accordance with the above Sections, and 2) Whether SBCT provides its Acceptance within seven (7) calendar days of the quotation.

8.4.4.4.1 **Forecasted Applications with Timely Acceptance** -- If an Application is included in SBCT's forecast at least sixty (60) calendar days prior to submission of the Application, and if SBCT provides a complete Collocation 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 an Application is included in SBCT's forecast at least sixty (60) calendar days prior to submission of the Application, and if SBCT provides a complete Collocation 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 SBCT submits its acceptance more than thirty (30) days after receipt of the Qwest quotation, the Application shall be resubmitted by SBCT.

8.4.4.4.3 Unforecasted Applications with Timely Acceptance – If an Application is not included in SBCT's forecast at least sixty (60) calendar days prior to submission of the Application, and if SBCT provides a complete Collocation Acceptance within seven (7) calendar days after receipt of the Qwest collocation quotation, Qwest shall complete its installation of the collocation arrangement within ninety (90) calendar days of the receipt of the complete Collocation Application. This interval may be lengthened if space must be reclaimed or reconditioned. Qwest may increase the provisioning interval for a proposed collocation arrangement no more than sixty (60) calendar days in the event SBCT fails to timely and accurately forecast the arrangement, unless the Commission specifically approves a longer interval. Qwest shall use its best efforts to minimize any such increases.

8.4.4.4.4 Unforecasted Applications with Late Acceptance – If an Application is not included in SBCT's forecast at least sixty (60) calendar days prior to submission of the Application and if SBCT provides a complete Collocation Acceptance more than eight (8) calendar days but less than thirty (30) calendar days after receipt of the Qwest collocation quotation, Qwest shall complete its installation of the collocation arrangement within ninety (90) calendar days of the receipt of the complete Collocation Acceptance. This interval may be lengthened if space must be reclaimed or reconditioned. Qwest may increase the provisioning interval for a proposed collocation arrangement no more than sixty (60) calendar days in the event SBCT fails to timely and accurately forecast the arrangement, unless the Commission specifically approves a longer interval. Qwest shall use its best efforts to minimize any such increases.

8.4.4.5 As needed, SBCT will order UNEs or ancillary services to be terminated on the Interconnection Distribution Frame, separately from the ICDF Collocation application, using the existing ordering forms and intervals, consistent with the terms of this Agreement, for the specific UNE or ancillary service.

8.4.5 Ordering – Adjacent Collocation

8.4.5.1 If space for physical collocation in a particular Qwest Premise is legitimately exhausted at the time of SBCT's request, SBCT may request Adjacent Collocation. Upon receipt of a complete Collocation application as described in Section 8.4.1.5, Qwest will conduct a feasibility study for Adjacent Collocation for that Premises. Qwest recommends that Qwest and SBCT conduct a joint site visit of such premises to determine if suitable arrangements can be provided on the requested Qwest Premises. Qwest will advise SBCT on space availability and will make available, within ten (10) business days of receipt of a complete Collocation application, drawings of the Qwest physical structures above and below ground for the requested Adjacent Collocation site.

8.4.6 Ordering – CLEC-to-CLEC Connections

8.4.6.1 **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 cable racking can be found for the placement of SBCT's copper, coax, or fiber optic cable used to interconnect SBCT's physically collocated equipment that is in separate locations in the same Qwest Premise, or to another CLEC's equipment in the same Premise. Qwest will provide the feasibility study within ten (10) calendar days from date of receipt of a complete Application.

8.4.6.2 **Quotation** -- If existing cable racking is available, Qwest will provide SBCT with a quote and the specific cable rack route assigned to SBCT with the feasibility study. If additional cable racking is required to accommodate SBCT's request, Qwest shall provide a quote to SBCT no later than twenty-five (25) calendar days after providing the feasibility study. CLEC-to-CLEC Connection quotes will be honored for thirty (30) calendar days from the date the quote is provided. During this period, the space is reserved pending SBCT's approval of the quoted charges.

8.4.6.3 **Acceptance** -- There are two forms of acceptance for CLEC-to-CLEC Connections:

8.4.6.3.1 CLEC-to-CLEC Connections with existing cable rack. SBCT must submit payment of 100% of the quoted non-recurring charges with its acceptance. Upon receipt of a complete Collocation Acceptance, SBCT may begin placement of its copper, coax, or fiber cables along the Qwest designated cable rack route.

8.4.6.3.2 CLEC-to-CLEC Connections using new cable rack – Upon receipt of a complete Collocation Acceptance from SBCT, as described in Section 8.4.1.6, Qwest will begin construction of the new cable rack.

8.4.6.4 **Interval** – The construction interval for CLEC-to-CLEC Connections requiring the construction of new cable rack by Qwest shall be depend upon whether SBCT provides its Acceptance within seven (7) calendar days of the quotation.

8.4.6.4.1 **Applications with Timely Acceptance** – If SBCT provides a complete Collocation 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.

8.4.6.4.2 **Applications with Late Acceptance** -- If SBCT provides a complete Collocation 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 SBCT submits its acceptance more than thirty (30) calendar days after receipt of the Qwest quotation, the Application shall be resubmitted by SBCT.

8.4.7 Ordering – Remote Collocation

8.4.7.1 The ordering procedures and intervals for Caged, Cageless and Shared Physical Collocation shall apply to Remote Collocation provided within an existing Qwest Premises, except Sections 8.4.3.4.3 and 8.4.3.4.4. Remote Collocation is ordered using the Remote Collocation Application Form.

8.4.7.2 If space for Physical Collocation in a particular Qwest Remote Premises is not available at the time of SBCT's request, SBCT may order Adjacent Collocation using the ordering procedures described above for Adjacent Collocation.

8.5 Completion and Billing

8.5.1 Completion and Billing - All Collocation

8.5.1.1 To complete provisioning of the collocation arrangement, Qwest must finish construction in accordance with SBCT's application and turn functional space over to SBCT. Upon completion of the Collocation construction activities and payment of the remaining nonrecurring balance, Qwest will provide SBCT a completion package that will initiate the recurring Collocation charges. Once this completion package has been signed by SBCT and Qwest, and Qwest has received the final 50% balance, Qwest will activate SBCT's transport services and/or UNEs or ancillary services coincident with completion of the Collocation.

8.5.1.1.1 Should Qwest find that it cannot meet the collocation preparation interval agreed to by the Parties, Qwest shall promptly notify SBCT of such delay.

8.5.1.1.2 The Parties will complete an acceptance walk-through of the Collocation area constructed prior to Qwest turning it over to SBCT. Improper installations will be noted and provided in writing by SBCT to Qwest during this acceptance walk-through and shall be corrected by Qwest as soon as commercially reasonable. The correction of these improper installations shall be at Qwest's expense.

8.5.1.2 In the event Qwest has completed all associated construction activities and SBCT 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 SBCT 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 SBCT has completed fiber placement, SBCT can request Qwest to return and complete the splicing activity at the rate reflected in this Agreement. In the case of missing equipment cables, to be provided by SBCT, SBCT will be responsible for installing the cables if not delivered prior to job completion. The installation activity must be conducted by a Qwest approved vendor and follow the designated racking route.

8.5.1.3 Qwest agrees to provide preliminary Connecting Facility Assignments (CFA) to SBCT, a minimum of fifteen (15) days prior to the Ready For Service (RFS) date, with final CFA provided upon walkthrough and final payment.

8.5.2 Billing - Virtual Collocation

8.5.2.1 Virtual Collocation will be considered complete when the C-POI has been constructed, the fiber Collocation entrance facility has been provisioned, if required, and the collocated equipment has been installed. Cooperative testing between SBCT and Qwest may be negotiated and performed to ensure continuity and acceptable transmission parameters in the facility and equipment.

8.5.3 Billing - Caged and Cageless Physical Collocation

8.5.3.1 Payment for the remaining nonrecurring charges shall be upon the RFS date. Upon completion of the construction activities and payment of the remaining nonrecurring charge, Qwest will schedule a walk through of the space with SBCT. During this joint walk through, Qwest will turn over access to the space and provide security access to the Premises. Upon completion of the Acceptance walk through, SBCT will be provided the Caged or Cageless Physical Collocation completion package (i.e. all ordering information). The monthly billing for leased space, DC Power, Entrance Facility, and other associated monthly charges will commence with SBCT's sign off on the completion of the physical space. SBCT may then proceed with the installation of its equipment in the Collocation space, unless early access has been arranged pursuant to this Section 8. If Qwest, despite its best efforts, including notification through the contact number on the Collocation Application, is unable to schedule the walk through with SBCT within twenty-one (21) calendar days of the RFS, Qwest shall activate the monthly recurring charges.

8.6 Maintenance and Repair

8.6.1 Virtual Collocation

8.6.1.1 Maintenance Labor, Inspector Labor, Engineering Labor and Equipment Labor business hours are considered to be Monday through Friday, 8:00 am to 5:00 p.m. (local time) and after business hours are after 5:00 p.m. and before 8:00 am (local time), Monday through Friday, all day Saturday, Sunday and holidays.

8.6.1.2 Installation and maintenance of SBCT's virtually collocated equipment will be performed by Qwest or a Qwest authorized vendor.

8.6.1.3 Upon failure of SBCT's virtually collocated equipment, Qwest will promptly notify SBCT 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. SBCT is responsible for transportation and delivery of maintenance spares to Qwest at the Premise housing the failed equipment. SBCT is responsible for purchasing and maintaining a supply of spares.

8.6.2 Caged and Cageless Physical Collocation

8.6.2.1 SBCT is responsible for the maintenance and repair of its equipment located within SBCT's leased space.

8.6.3 Interconnection Distribution Frame

8.6.3.1 SBCT is responsible for block and jumper inventory and maintenance at the Interconnection Distribution Frame and using industry accepted practices for its terminations. Additionally, SBCT 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.

8.7 Casualty Loss

8.7.1 If the Premises are damaged by fire or other casualty and the Premises are not rendered unusable in whole or in part, Qwest shall repair the Premises at its expense and the recurring charges shall not be abated.

8.7.2 If the Premises are damaged by fire or other casualty, the Premises are rendered unusable in whole or in part, and such damage or destruction can be repaired within ninety (90) days, Qwest has the option to repair the Premises at its expense and the recurring charges shall be proportionately abated to the extent and while SBCT was deprived of the use.

8.7.3 If the Premises are damaged by fire or other casualty, the Premises are rendered unusable in whole or in part, and the Premises cannot be repaired within ninety (90) days or Qwest opts not to rebuild, then, upon notice to SBCT within thirty (30) days following such fire damage, the Collocation arrangement provided in the Premises shall terminate as of the date of such damage. Qwest shall endeavor to identify alternative comparable space. If Qwest opts to rebuild the Premises at its expense, the recurring charges shall be proportionately abated to the extent and while SBCT was deprived of the use.

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. SBCT 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, SBCT 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 SBCT 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 SBCT with a meaningful opportunity to compete. For the period of time Qwest provides access to SBCT to an Unbundled Network Element, SBCT 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. SBCT 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, SBCT 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 existing engineering job orders that could fill the request in the future. If an engineering job currently exists, Qwest will add SBCT's request to that engineering job and send SBCT a jeopardy notice. Upon completion of the engineering job, Qwest will send SBCT 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 SBCT's request as follows:

9.1.2.1.3.1 For UNEs that meet the requirements set forth in Section 9.1.2.1, SBCT 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, SBCT will receive another FOC identifying a new due date when the Loop will be ready for installation. Upon receipt of the second FOC, SBCT 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 SBCT a rejection notice canceling the LSR or ASR. Upon receipt of the rejection notice, SBCT may submit a request to build UNEs pursuant to Section 9.19 of this Agreement.

9.1.2.1.4 Qwest will provide SBCT 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). SBCT acknowledges that Qwest does not warrant or guarantee the estimated ready for service dates. SBCT 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 SBCT. 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. SBCT may order regeneration along with an ITP, and the charges listed in Exhibit A will apply. The ITP may be ordered per termination. The demarcation point shall be:

- a) at SBCT-provided cross-connection equipment located in SBCT's Virtual or Physical Collocation Space; or
- b) if SBCT elects to use ICDF Collocation, at the Interconnection Distribution Frame (ICDF); or

- c) if SBCT elects to use an ICDF in association with Virtual or Physical Collocation, at the ICDF; or
- d) if SBCT 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 SBCT may connect network elements in any technically feasible manner. Qwest will provide SBCT with the same features, functions and capabilities of a particular element or combinations of elements that Qwest provides to itself. Qwest will provide SBCT 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 SBCT), so that SBCT 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 SBCT in a manner that allows SBCT to combine such elements to provide any Telecommunications Services. Qwest shall not in any way restrict SBCT'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 SBCT) 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 SBCT with other elements provided by Qwest or SBCT):

9.1.6.1.1 Qwest will perform testing necessary or reasonably requested by SBCT, to determine that such UNE is capable of meeting the technical parameters established for each UNE.

9.1.6.1.2 Qwest will repair and maintain such element to ensure that UNE continues to meet the technical parameters established for each UNE. SBCT is responsible for the end-to-end transmission and circuit functionality testing for UNE Combinations created by SBCT.

9.1.6.1.3 Qwest will cooperate with SBCT in any technically feasible testing necessary or reasonably requested by SBCT 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:

9.1.6.2.1 Qwest will perform testing necessary or reasonably requested by SBCT to determine that such combination and each UNE included in such combination is capable of meeting the technical parameters of the combination.

9.1.6.2.2 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.

9.1.6.2.3 Qwest will cooperate with SBCT in any technically feasible testing necessary or reasonably requested by SBCT 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 SBCT. Qwest shall provide advance notice of changes that affect network interoperability pursuant to applicable FCC rules. Changes that affect network interoperability include changes to local dialing from seven (7) to ten (10) digit, area code splits, and new area code implementation. FCC rules are contained in CFR Part 51 and 52. Qwest provides such disclosures on an Internet web site.

9.1.10 Channel Regeneration Charge. This charge is required when the distance from the Qwest network to the leased physical space (for Physical Collocation), the collocated equipment (for Virtual Collocation), or the ICDF (for ICDF Collocation) is of sufficient length to require regeneration.

9.1.11 Exhibit A of this Agreement contains the rates for Unbundled Network Elements.

9.1.12 Miscellaneous Charges 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 SBCT requests Qwest perform, activities SBCT authorizes, or charges that are a result of SBCT'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 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 SBCT, end user, owner or landlord ownership of facilities begins.

9.2.2 Terms and Conditions

9.2.2.1 Qwest shall provide SBCT, 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 users. For Unbundled Loops that have a retail analog, Qwest will provide these Unbundled Loops in substantially the same time and manner as Qwest provides to its own end users. 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 SBCT’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, SBCT 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 SBCT 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 SBCT 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 SBCT.

9.2.2.2.2 If there are state service quality rules in effect at the time SBCT 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 SBCT, 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, then SBCT shall be charged for such conditioning 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 SBCT 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 SBCT 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. ICB nonrecurring and recurring charges shall apply for fiber and other high capacity Loops provided under this Section.

9.2.2.3.2 If SBCT orders a 2 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 LST. If no copper facility meeting the technical parameters of the NC/NCI codes as specified by SBCT is available, then Qwest will reject the order.

9.2.2.4 Non-Loaded Loops. SBCT may request that Qwest provide a non-loaded Unbundled Loop. In the event that no such facilities are available, SBCT may request that Qwest condition existing spare facilities. SBCT may indicate on the LSR that it pre-approves conditioning if conditioning is necessary. If SBCT has not pre-approved conditioning, Qwest will obtain SBCT's consent prior to undertaking any conditioning efforts. Upon SBCT 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 SBCT with a non-loaded Loop. SBCT will 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.

9.2.2.5 When SBCT 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 SBCT to meet their specific needs. If Extension Technology is requested by SBCT, but is not required to meet the technical standards, then Qwest will provide the requested Extension Technology and will charge SBCT. 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. SBCT will be charged an Extension Technology recurring charge in addition to the Unbundled Loop recurring charge, if applicable, as specified in Exhibit A of this Agreement. The ISDN Capable Loop may also require conditioning (e.g., removal of loads or 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, SBCT 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 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 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 SBCT access to Loop qualification information in a nondiscriminatory manner and will provide SBCT the same Loop qualification information available to Qwest.

9.2.2.8.1 ADSL Loop Qualification Tool. SBCT 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 SBCT has a digital certificate, SBCT may access the Wire Center Raw Loop Data Tool via www.ecom.qwest.com. The Wire Center Raw Loop Data Tool provides SBCT 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, and pair gain type. SBCT may also access the 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 SBCT 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, bridges 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 SBCT through IMA-GUI or IMA-EDI. This tool informs SBCT 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 SBCT 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 SBCT through IMA-GUI or IMA-EDI. This tool permits SBCT to view information on multiple lines and will inform SBCT of the number of lines found. If an ISDN capable Loop is found, the tool identifies the facility and, if applicable, pair gain.

9.2.2.9 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 SBCT to notify SBCT that the Qwest work has been completed.

9.2.2.9.1.1 For an existing end user, the Basic Installation option is a "lift and lay" procedure. The Central Office Technician (COT) "lifts" the Loop from its current termination and "lays" it on a new termination connecting to SBCT. There is no associated circuit testing performed.

9.2.2.9.1.2 For new end user service, the Basic Installation option involves the COT and Field Technician (CST/NT) completing circuit wiring and performing the required performance tests to ensure the new circuit meets the required parameter limits. The test results are NOT provided to SBCT.

9.2.2.9.1.3 For basic installation of existing 2 / 4 wire analog Loops, Qwest provides a Quick Loop option that enables SBCT to receive the Quick Loop installation interval as set forth in Exhibit C. Quick Loop installation includes only a simple lift and lay procedure. 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, 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 SBCT. 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 SBCT on close-out and email the performance test results within two (2) business days to a single, designated SBCT office email address.

9.2.2.9.2.3 For new end user service, the Basic Installation with Performance Testing option requires a dispatch to the end user premises. The COT and Field Technician 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 SBCT by the Qwest Implementor/Tester on close-out. Within two (2) business days, Qwest will email the performance test results to a single, designated SBCT 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, SBCT must designate a specific "Appointment Time" when it submits the LSR. On the Due Date (DD), at SBCT designated "Appointment Time", the Qwest Implementor/Tester contacts SBCT to ensure SBCT is ready for installation. If SBCT is not ready within thirty (30) minutes of the scheduled appointment time, then SBCT 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. If Qwest fails to perform cooperative testing due to Qwest's fault, Qwest will waive the nonrecurring charge for the installation option. If SBCT 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, 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 SBCT requests. Upon completion of Qwest performance testing, the Qwest Implementor/Tester will contact SBCT, read the Qwest test results, and begin SBCT cooperative testing. Within two (2) business days, Qwest will email the Qwest test results to a single, designated SBCT office email address. SBCT will be charged for any provisioning test SBCT requests that is not defined in the Qwest Technical Publication 77384.

9.2.2.9.3.2 For new end user service, Coordinated Installation with Cooperative Testing may require a dispatch of a technician to the end user 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 SBCT, read the Qwest test results, and begin SBCT cooperative testing. Within two (2) business days, Qwest will email the Qwest test results to a single, designated SBCT office email address. SBCT 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, SBCT must designate a specific "Appointment Time" when it submits the LSR. On the Due Date (DD), at SBCT's designated "Appointment Time", the Qwest Implementor/Tester contacts SBCT to ensure SBCT is ready for installation. If SBCT is not ready within thirty (30) minutes of the scheduled appointment time, then SBCT 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 SBCT the ability to coordinate the conversion activity. The Qwest Implementor advises SBCT 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 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. SBCT will not receive test results. When installation is complete, Qwest will notify SBCT.

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, 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 SBCT. Upon completion of Qwest performance testing, the Qwest Implementor/Tester will contact SBCT, read the Qwest test results, and begin SBCT cooperative testing. Within two (2) business days, Qwest will email the Qwest test results to a single, designated SBCT office email address. SBCT 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 service, Basic Installation with Cooperative Testing may require 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.

9.2.2.9.5.3 If Qwest fails to perform cooperative testing due to Qwest's fault, Qwest will waive the nonrecurring charge for the installation option. If SBCT 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 = ≤ 40 dB at 40 kHz

Automatic Number Identification (ANI) when dial-tone is present
- DS1 Capable Loops
No Load Coils, Opens, Grounds, Shorts, or Foreign Volts
- DS3 Capable Loops
Continuity Testing
- ADSL Compatible Loops
No Load Coils, Opens, Grounds, Shorts, or Foreign Volts

Insertion Loss = ≤ 41 dB at 196 kHz

Automatic Number Identification (ANI) when dial-tone is present

9.2.2.9.7 Project Coordinated Installation: A project coordinated installation permits SBCT to obtain a coordinated installation for Unbundled Loops with or without LNP, where SBCT 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 SBCT. 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 negotiate with SBCT for an agreed upon FDT, prior to issuing the Firm Order Confirmation (FOC). In special cases where SBCT 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 SBCT 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 SBCT 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 SBCT. If the Project Coordinated Installation includes LNP, SBCT will also have appropriate personnel scheduled for the negotiated FDT. If SBCT's information is modified during the installation, and, as a result, non-scheduled employees are required, SBCT 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, SBCT will be charged a one (1) 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 SBCT a one (1) person three (3) hour minimum charge as set forth in Exhibit A.

9.2.2.9.7.5 If SBCT orders Project Coordinated Installation with LNP and in the event the LNP conversion is not successful, SBCT and Qwest agree to isolate and fix the problem in a timeframe acceptable to SBCT or the customer. If the problem cannot be corrected within an acceptable

timeframe to SBCT or the customer, SBCT may request the restoration of Qwest service for the ported customer. Such restoration shall begin immediately upon request. If SBCT 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 SBCT.

9.2.2.9.7.6 If SBCT 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.

9.2.2.10 Multiplexing. SBCT may order multiplexing for Unbundled Loops under the terms and rates for multiplexing of unbundled dedicated interoffice transport (UDIT), in the UDIT Section of this Agreement.

9.2.2.11 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 (or its respective agent) and SBCT regarding the disconnection or provisioning of Unbundled Loops, Qwest will advise the end user to contact SBCT, and Qwest will initiate contact with SBCT.

9.2.2.12.1 Reserved for Future Use

9.2.2.12.2 Reserved for Future Use

9.2.2.13 Facilities and lines Qwest furnishes on the premises of SBCT's end user 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 SBCT personnel to accommodate testing, inspection repair and maintenance of such facilities and lines. SBCT 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 contacts Qwest with a request to convert their local service from SBCT to Qwest, Qwest will notify SBCT of the loss of the end user, and will disconnect the Loop Qwest provided to SBCT. Qwest will disconnect the Loop only where Qwest has obtained proper proof of authorization.

9.2.2.15.2 When SBCT contacts Qwest with a request to convert an end user from its current CLEC to SBCT, SBCT is responsible for notifying the current CLEC of the conversion. Qwest will disconnect the Loop Qwest provided to the current CLEC and, where technically compatible, will reuse the Loop for the service requested by SBCT (e.g., resale service).

9.2.2.15.3. When SBCT contacts Qwest with a request to convert an end user from Qwest to SBCT, Qwest will reuse the existing Loop facilities for the service requested by SBCT to the extent those facilities are technically compatible with the service to be provided. Upon SBCT request, Qwest will condition the existing Loop in accordance with the rates set forth in Exhibit A.

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.

9.2.3 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 SBCT selected installation options, conditioning, and extension technology.

9.2.3.1 2/4 Wire Analog Loop (Voice Grade) Recurring and Nonrecurring rates.

9.2.3.2 2/4 Wire Non-Loaded Loop Recurring and Nonrecurring 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 Nonrecurring rates.

9.2.3.4 Extension Technology Recurring and Nonrecurring rates for Digital Capable Loops, including Basic Rate (BRI) ISDN and xDSL-I Capable Loops.

9.2.3.5 Conditioning Nonrecurring rates 2/4 wire non-loaded Loops, Basic Rate (BRI) ISDN, ADSL Compatible Loop and xDSL-I Capable Loop, as requested and approved by SBCT.

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 Intentionally Left Blank

9.2.3.7.3 Intentionally Left Blank

9.2.3.7.4 Intentionally Left Blank

9.2.3.7.5 For coordinated installations scheduled to commence Out of Hours, or rescheduled by SBCT to commence Out of Hours, SBCT will incur additional charges for the Out of Hours coordinated installation as set forth in Exhibit A.

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, SBCT 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, SBCT can determine if the circuit can meet the technical parameters for the specific service SBCT 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, SBCT 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 SBCT seeks to order.

9.2.4.3.1.1 Based on the Loop make up information provided through Qwest tools, SBCT must determine whether conditioning is required to provide the xDSL service it intends to offer. If Loop conditioning is required, SBCT may authorize Qwest to perform such Loop conditioning on its LSR. If SBCT does not pre-approve Loop conditioning, Qwest will assume that SBCT has determined that Loop conditioning is not necessary to provide the xDSL service SBCT seeks to offer. If SBCT or Qwest determines that conditioning is necessary, and SBCT authorizes Qwest to perform the conditioning, Qwest will perform the conditioning. SBCT will be charged for the conditioning in accordance with the rates in Exhibit A. If Qwest determines that conditioning is necessary and SBCT has not previously authorized Qwest to perform the conditioning on the LSR, Qwest will send SBCT a rejection notice indicating the need to obtain approval for conditioning. SBCT 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 Proposed Colorado Trial. For a 2/4 wire non-loaded Loop, ADSL compatible Loop, ISDN capable Loop or xDSL-I capable Loop, Qwest will return a Firm Order Confirmation (FOC) to SBCT 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 SBCT with a firm due date commitment or indication that appropriate facilities are not available to fill SBCT's order.

9.2.4.3.1.2.1 If SBCT 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 SBCT has not pre-approved Loop conditioning and Qwest determines that the Loop contains load coils, Qwest will notify SBCT via a reject notification. SBCT 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.

9.2.4.3.1.2.3 Reserved for Future Use

9.2.4.3.1.2.4 If appropriate facilities are not available to fill SBCT's order, and a facility build that would satisfy SBCT's order is not scheduled and funded, Qwest will send SBCT a rejection notice and cancel the order.

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 SBCT places an order for an Unbundled Loop with Qwest that is complete and accurate, Qwest will reply to SBCT 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 SBCT 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 SBCT request, Qwest will convert special access or private line circuits to Unbundled Loops, with or without multiplexing, providing the service terminates at the Collocation in the Serving Wire Center. 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, SBCT is responsible for obtaining or providing facilities and equipment that are compatible with the service SBCT 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, SBCT 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, SBCT will request the minimum fifteen (15) business days desired due date. SBCT can determine the existence of load coils or bridged taps by using one of the Loop make-up tools. SBCT may pre-approve line conditioning on the LSR and, by doing so, SBCT agrees to pay any applicable conditioning charges. If SBCT 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 SBCT 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 SBCT 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, SBCT will submit an LSR designating the desired appointment time. SBCT 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 SBCT 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 SBCT is responsible for its own end user base and will have the responsibility for resolution of any service trouble report(s) from its end users. SBCT will perform trouble isolation on the Unbundled Loop and any associated ancillary services prior to reporting trouble to Qwest. SBCT shall have access for testing purposes at the Loop Demarcation Point. Qwest will work cooperatively with SBCT to resolve trouble reports when the trouble condition has been isolated and found to be within a portion of Qwest's network. Qwest and SBCT 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 SBCT requests that Qwest perform trouble isolation with SBCT, a Maintenance of Service charge will apply if the trouble is found to be on the end user's side of the Loop Demarcation Point. If the trouble is on the end user's side of the Loop Demarcation Point, and SBCT authorizes Qwest to repair the trouble on SBCT's behalf, Qwest will charge SBCT the appropriate Additional Labor Charges set forth in Exhibit A in addition to the Maintenance of Service charge.

9.2.5.3 When SBCT elects not to perform trouble isolation and Qwest performs tests on the Unbundled Loop at SBCT'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 the Support Functions Section 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 SBCT-ordered Unbundled Loops comparing SBCT provided data with internal data, and evaluate such reports on at a minimum of 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 SBCT by Qwest. Based on this analysis, Qwest will take corrective measure to fix persistent and recurrent problems, reporting to SBCT on the analysis and the process changes that are instituted implemented to fix the problems.

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 SBCT to provide advanced services to its end user customers. 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, SBCT will provide Qwest with appropriate information using NC/NCI codes to describe the Power Spectral Density Mask (PSD) for the type of technology SBCT will deploy. SBCT 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 SBCT 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.

9.2.6.3 If SBCT wishes to deploy new technology not yet designated with a PSD mask, Qwest and SBCT agree to work cooperatively to determine spectrum compatibility. Qwest and SBCT 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, or 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 spectrum manage this technology as defined in its 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 SBCT 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. Upon request, within forty-eight (48) hours, Qwest will provide SBCT with binder group

information including cable, pair, carrier and PSD class to allow SBCT to notify the causing carrier.

9.2.6.6 If SBCT 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 SBCT within five (5) business days.

9.2.6.7 If Qwest rejects SBCT's request to deploy an advanced services technology on a Qwest provided Unbundled Loop, SBCT may submit such denial for resolution under Section 5.18 of this Agreement.

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.

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 SBCT 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 SBCT 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 CLEC 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 areas identified in Section 9.3.1.1.2 above only those requirements or intervals that are reasonably necessary.

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.

9.3.1.2.1 Two-Wire/Four Wire Unbundled Distribution Loop

9.3.1.2.2 DS1 Capable Unbundled Feeder Loop

9.3.1.2.3 Two-Wire/Four Wire Non-loaded Distribution Loop

9.3.1.2.4 Intrabuilding Cable Loop

9.3.1.3 Standard Subloop Access

9.3.1.3.1 Accessing Subloops in Detached Terminals: Subloop Unbundling is available after SBCT's 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 SBCT has notified Qwest of its intention to Subloop unbundle in the MTE, an inventory of SBCT's terminations has been created, and SBCT has constructed a cross-connect field at the building terminal.

9.3.1.3.2.1 Reserved for Future Use

9.3.1.3.2.2 Reserved for Future Use

9.3.1.4 Field Connection Point

9.3.1.4.1 Field Connection Point (FCP) is a demarcation point that allows SBCT to interconnect with Qwest outside of the central office location where it is technically feasible. The FCP interconnects SBCT facilities to a terminal block

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

9.3.1.4.2.1 The terms, conditions, intervals and rates for Cross-Connect Collocation are found within section 9.3.

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

9.3.1.4.3 A FCP arrangement can be established either within a Qwest accessible terminal, or, if space within the accessible terminal is legitimately exhausted and when technically feasible, SBCT may place the FCP in an adjacent terminal. SBCT will have access to the equipment placed within the Collocation for maintenance purposes. However, SBCT will not have access to the FCP Interconnection point.

9.3.1.5 MTE Point of Interconnection (MTE-POI)

9.3.1.5.1 A MTE-POI is necessary when SBCT is obtaining access to the Distribution Loop or Intrabuilding Cable Loop from an MTE Terminal. SBCT must create the cross-connect field at the building terminal that will allow SBCT to connect its facilities to Qwest's Subloops. The demarcation point between SBCT 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 SBCT 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 location. The Two-Wire/Four-Wire Unbundled Distribution Loop is suitable for local exchange-type services. SBCT 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 location. When SBCT requests a Non-Loaded Unbundled Distribution Loop and there are none available, Qwest will contact SBCT to determine if SBCT 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). SBCT 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. SBCT 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 SBCT accesses Subloop in a campus environment from an accessible terminal that serves multiple buildings, SBCT 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 SBCT can access the Subloop without placing facilities in a Qwest Premises.

9.3.3.2 To obtain such access, SBCT 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. SBCT may access the MTE Terminal as a test access point.

9.3.3.4 SBCT will work with the MTE building owner to determine where to terminate its facilities within the MTE. SBCT will be responsible for all work associated with bringing its facilities into and terminating the facilities in the MTE. SBCT 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 SBCT to enter the building and terminate its facilities without Qwest having to rearrange its facilities, SBCT must seek to use such space. In such circumstances, an inventory of SBCT's terminations within the MTE shall be input into Qwest's systems to support Subloop orders before Subloop orders are provisioned. Qwest shall have five (5) calendar days from receipt of a written request from SBCT, in addition to the interval set forth in Section 9.3.5.4.1, to complete an inventory of SBCT's terminations and submit the data into its systems. Qwest may seek an extended interval if the work cannot reasonably be completed within the stated interval. In such cases, Qwest shall provide written notification to SBCT of the extended interval Qwest believes is necessary to complete the work. SBCT may dispute the need for, and the duration of, an extended interval, in which case Qwest must request a waiver from the Commission to obtain the extended interval.

9.3.3.6 If SBCT connects Qwest's Subloop element to SBCT's facilities using any temporary wiring or cut-over devices, SBCT shall remove them and install permanent wiring within thirty (30) calendar days. All wiring arrangements, temporary and permanent, must adhere to the National Electric Code.

9.3.3.7 If there is no space for SBCT to place its building terminal or no accessible terminal from which SBCT can access such Subloop elements, and Qwest and SBCT are unable to negotiate a reconfigured Single Point of Interconnection (SPOI) to serve the MDU, Qwest will either rearrange facilities to make room for SBCT or construct a single point of access that is fully accessible to and suitable for SBCT. In such instances, SBCT shall pay Qwest a nonrecurring charge, which shall be ICB, based on the scope of the work required.

9.3.3.7.1 If Qwest must rearrange its MTE Terminal to make space for SBCT, Qwest shall have forty-five (45) calendar days from receipt of a written request from SBCT 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 SBCT of the extended interval Qwest believes is necessary to complete the work. SBCT 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 SBCT, the interval for completion shall be negotiated between the Parties on an Individual Case Basis.

9.3.3.7.3 SBCT may cancel such MTE Access request prior to Qwest completing the work by submitting a written notification via certified mail to its Qwest account manager. SBCT shall be responsible for payment of all costs previously incurred by Qwest as well as any costs necessary to restore the property to its original condition.

9.3.3.8 At no time shall either Party rearrange the other Party's facilities within the MTE or otherwise tamper with or damage the other Party's facilities within the MTE.

If such damage accidentally occurs, the Party responsible for the damage shall immediately notify the other and shall be financially responsible for restoring the facilities and/or service to its original condition. Any intentional damage may be reported to the proper authorities and may be prosecuted to the full extent of the law.

9.3.4 Detached Terminal Subloop Access: Terms and Conditions

9.3.4.1 Except as to access at an MTE Terminal, access to unbundled Subloop elements at an accessible terminal must be made through a Field Connection Point (FCP) in conjunction with either a Cross-Connect Collocation or, if power and/or heat dissipation is required, a Remote Collocation.

9.3.4.2 To the extent that the accessible terminal does not have adequate capacity to house the network interface associated with the FCP, SBCT may opt to use Adjacent Collocation to the extent it is technically feasible. Such adjacent access shall comport with NEBS Level 1 safety standards

9.3.4.2.1 Reserved for Future Use

9.3.4.3 Field Connection Point

9.3.4.3.1 Qwest is not required to build additional space for SBCT to access Subloop elements. When technically feasible, Qwest shall allow SBCT to construct its own structure adjacent to Qwest's accessible terminal. SBCT 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 SBCT 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 SBCT to resolve with the municipality, utility, property owner or other third party.

9.3.4.3.2 The optimum point and method to access Subloop elements will be determined during the Field Connection Point process. The Parties recognize a mutual obligation to interconnect in a manner that maintains network integrity, reliability, and security.

9.3.4.3.3 SBCT 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 SBCT if technically feasible, all reconfiguration costs to be borne by SBCT. In this situation only, Qwest shall seek to obtain any necessary authorizations or rights of way required to expand the terminal. It will be the responsibility of Qwest to seek to resolve obstacles that Qwest may encounter from cities, counties, electric power companies, property owners and similar third parties. The time it takes for Qwest to obtain such authorizations or rights of way shall be excluded from the time Qwest is expected to provision the Collocation. SBCT 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 SBCT may cancel a Collocation associated with a FCP request prior to Qwest completing the work by submitting a written notification via certified mail to its Qwest account manager. SBCT shall be responsible for payment of all costs previously incurred by Qwest.

9.3.4.3.5 If the Parties are unable to reach an agreement on the design of the FCP through the Field Connection Point Process, the Parties may utilize the Dispute Resolution process pursuant to the Terms and Conditions Dispute Resolution Section. Alternatively, SBCT 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 SBCT may order Subloop elements through the Operational Support Systems described in Section 12.

9.3.5.1.2 SBCT shall identify Subloop elements by NC/NCI codes.

9.3.5.2 Additional Terms for Detached Terminal Subloop Access

9.3.5.2.1 SBCT 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. SBCT 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 SBCT's Subloop elements. SBCT 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 SBCT shall notify its account manager at Qwest in writing of its intention to provide access to customers that reside within a MTE. Upon receipt of such request, Qwest shall have up to ten (10) calendar days to notify SBCT 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 at the same MTE, Qwest shall provide such notification within two (2) business days. In the event SBCT 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.

9.3.5.4.2 If the MTE owner owns the facilities on the customer side of the terminal, SBCT 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, SBCT shall notify Qwest in writing of whether the building owner has provided space for SBCT to enter the building and terminate its facilities or whether Qwest must rearrange facilities or construct new facilities to accommodate such access. Upon receipt of such notification, the intervals set forth in Section 9.3.3 shall begin.

9.3.5.4.4 SBCT may only submit orders for Subloop elements after the inventory is complete and, if necessary, the facilities are rearranged and/or a new facility constructed. SBCT will populate the LSR with the termination information provided at the completion of the inventory process.

9.3.5.4.5 If SBCT ordered Intrabuilding Cable Loop, SBCT 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. If SBCT ordered a Subloop type other than Intrabuilding Cable Loop, Qwest will dispatch a technician to run a jumper between SBCT's Subloop elements and Qwest's Subloop elements to make a connection at the MTE-POI. In addition, SBCT 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.

9.3.5.4.5.1 When SBCT accesses a MTE Terminal, it shall employ generally accepted best engineering practices in accordance with industry standards. SBCT shall clearly label the cross-connect wires it uses. SBCT wiring will be neatly dressed. When SBCT 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 SBCT requests a MTE Terminal access protocol that is different from Qwest's Standard MTE Terminal Access Protocol, Qwest shall negotiate with SBCT promptly and in good faith toward that end.

9.3.5.4.5.2 Access to Intrabuilding Cable Loop at MTE Terminals without a cross-connect field:

9.3.5.4.5.2.1 To the extent SBCT seeks access to a MTE Terminal that does not contain a cross-connect field, SBCT shall not rearrange Qwest's facilities.

9.3.5.4.5.2.2 To the extent SBCT seeks access to a MTE Terminal that does not contain a cross-connect field, but that is connected to an adjacent MTE Terminal with a cross-connect field, SBCT shall access each Subloop via the adjacent MTE Terminal with a cross-connect field.

9.3.5.4.5.2.3 To the extent SBCT seeks access to a MTE Terminal that does not contain a cross-connect field and is not connected to an adjacent MTE Terminal with a cross-connect field, SBCT shall access each Subloop in such a MTE Terminal using a bridging clip that overlays Qwest's termination pin for the particular end user customer on the connecting terminal block, and SBCT shall replace the Qwest line protector dedicated to that end user customer with a service denial protector or equivalent DC continuity interruptor. The details of this practice shall be contained within the MTE Terminal access protocol referenced in section 9.3.5.4.5.1.

9.3.5.4.5.2.4 SBCT shall be wholly and completely responsible for any service outage, equipment failure, property damage or any and all other damages to person or property that is caused by the failure to adhere to sections 9.3.5.4.5.1 or 9.3.5.4.5.2 or the MTE Terminal access protocol referenced in section 9.3.5.4.5.1.

9.3.5.4.6 Once inventory is complete and, if necessary, the facilities are rearranged and or a new facility constructed, 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, SBCT 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 SBCT.

9.3.5.5 FCP Ordering Process

9.3.5.5.1 SBCT shall submit a Field Connection Point Request Form to Qwest along with its Collocation Application. The FCP Request Form shall be completed in its entirety.

9.3.5.5.2 After construction of the FCP and Collocation are complete, SBCT 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 Collocation associated with a FCP, which intervals shall begin upon completion of the FCP Request Form and its associated Collocation Application in their entirety:

9.3.5.5.2.1.1 Any Remote Collocation associated with a FCP in which SBCT 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 Cross-Connect Collocation in a detached terminal shall be provisioned within ninety (90) calendar days from receipt of a written request by SBCT.

9.3.5.5.2.1.3 Reserved for Future Use

9.3.5.5.2.1.4 Reserved for Future Use

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 SBCT of the extended interval Qwest believes is necessary to complete the work. SBCT 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 - SBCT will be charged a monthly recurring charge pursuant to Exhibit A for each Subloop ordered by SBCT.

9.3.6.1.2 Subloop Trouble Isolation Charge - SBCT 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 Cross-Connect Collocation Charge: SBCT shall pay the full nonrecurring charge for creation of the Cross-Connect Collocation set forth in Exhibit A upon submission of the Collocation Application. The FCP Request Form shall not be considered completed in its entirety until complete payment is submitted to Qwest.

9.3.6.3.2 Any Remote Collocation associated with a FCP in which SBCT 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 Nonrecurring Jumper Charge: SBCT 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 SBCT.

9.3.6.4 Additional Rates for MTE Terminal Subloop Access

9.3.6.4.1 Subloop Nonrecurring Charge - SBCT will be charged a nonrecurring charge for the time and materials required for Qwest to complete the inventory of SBCT's facilities within the MTE such that Subloop orders can be submitted and processed.

9.3.6.4.2 Subloop Nonrecurring Jumper Charge – If SBCT ordered a Subloop type other than Intrabuilding Cable Loop, SBCT 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 SBCT.

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 SBCT 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 SBCT will maintain all of its facilities and equipment in the MTE.

9.4 Line Sharing

9.4.1 Description

Line Sharing provides SBCT with the opportunity to offer advanced data services simultaneously with an existing end user's analog voice-grade (POTS) service on a single copper Loop referred to herein as the "Shared Loop" or "Line Sharing", by using the frequency range above the voice band on the copper Loop. This frequency range will be referred to herein as the High Frequency Spectrum Network Element (HUNE). A POTS splitter separates the voice and data traffic and allows the copper Loop to be used for simultaneous data transmission and POTS service. The POTS service must be provided to the end user by Qwest. This section does not prohibit Line Splitting, which is addressed 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 provides SBCT with the network elements to transport data from Qwest remote terminals including unbundled Dark Fiber, DS1 capable Loop, and OCN. Qwest also provides SBCT 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, and Qwest has deployed such technology for its own use, and Qwest is obligated by law to provide access to such technology. Qwest will allow SBCT to line share in that same manner, provided, however, that the rates, terms and conditions for Line Sharing may need to be amended in order to provide such access.

9.4.2 Terms and Conditions

9.4.2.1 General

9.4.2.1.1 To order the HUNE, SBCT must have a POTS splitter installed in the Qwest Wire Center that serves the end user as provided for in this Section, and the end user must have dial tone originating from a Qwest switch in that Wire Center. SBCT must provide the end user with, and is responsible for, the installation of a splitter, filter(s) and/or other equipment necessary for the end user to receive separate voice and data service across a single copper Loop.

9.4.2.1.2 Reserved for Future Use

9.4.2.1.3 SBCT may use the HUNE to provide any xDSL services that will not interfere with analog voiceband transmissions in accordance with FCC rules. Such services currently are limited to ADSL, RADSL Multiple Virtual Lines (MVL) and G.lite. In the future, additional services may be used by SBCT to the extent those services are deemed acceptable for Line Sharing Deployment under applicable FCC rules.

9.4.2.1.4 SBCT may not order the HUNE on a given copper Loop if Qwest, or another Telecommunications Carrier, is already using the high frequency spectrum, unless the end user disconnects the original Telecommunications Carrier's high-frequency service.

9.4.2.1.5 SBCT may request, and Qwest will provide, conditioning of Shared Loops to remove load coils, excess bridged taps, or electronics subject to the charges for Loop conditioning in Exhibit A. Qwest will perform requested conditioning, including de-loading and removal of excess bridged taps, unless Qwest demonstrates in advance that conditioning a Shared Loop will significantly degrade the end user's analog voice-grade POTS service. Based on the pre-order make-up of a given copper Loop, SBCT can make a preliminary determination if the Loop can meet the technical parameters applicable to the data service it intends to provide over the Loop.

9.4.2.1.6 Qwest will provide SBCT 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 SBCT: (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 Reserved for Future Use

9.4.2.2 SBCT Collocation Area Splitter

9.4.2.2.1 If SBCT elects to have POTS splitters installed in Qwest Wire Centers via the standard Collocation arrangements set forth in the Collocation Section, SBCT 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. SBCT will be responsible for installing and maintaining the POTS splitters in its Collocation areas within Qwest Wire Centers.

9.4.2.2.2 SBCT 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 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 SBCT's Collocation area. The voice and data traffic will be separated at the POTS splitter. The data traffic will be routed to SBCT'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 SBCT provided splitter, depending on whether SBCT elects to use an ICDF or direct connections.

9.4.2.2.4.1 SBCT may elect to use an ICDF. In this instance, one ITP carries the combined voice/data signal from the COSMIC™/MDF Loop termination to the ICDF and a second ITP carries the voice only signal from the ICDF to the COSMIC™/MDF switch termination. For each Shared Loop, two pairs of the TIE cable must be used: one pair of the TIE Cable will carry the voice/data from the ICDF to the SBCT provided splitter, and the second pair will carry the voice-only signal from the SBCT provided splitter to the ICDF.

9.4.2.2.4.2 SBCT may elect to use direct connections between the SBCT-provided splitter and the COSMIC™/MDF. In this instance, Qwest will provide one TIE Cable between each module of the COSMIC™/MDF and the SBCT-provided splitter. One pair in the TIE Cable will carry the combined voice/data signal from the COSMIC™/MDF Loop termination to the SBCT-provided splitter in SBCT's Collocation space. A second pair in the TIE Cable will carry the voice-only signal from the SBCT-provided splitter to the switch termination on the COSMIC™/MDF. These TIE Cables will be dedicated to SBCT'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 SBCT in accordance with Section 8 (Collocation). To minimize SBCT's cost, to the extent feasible, Qwest shall consolidate SBCT 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 SBCT's network will be the place where the combined voice and data Loop is connected to the ICDF, or where SBCT chooses a direct connection to the COSMIC™/MDF, where the combined voice and data Loop originates from SBCT's Collocation.

9.4.2.3 Common Area Splitter Collocation

9.4.2.3.1 If SBCT 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 SBCT'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. SBCT either may purchase POTS splitters or have Qwest purchase the POTS splitters subject to full reimbursement of the cost of the POTS splitters plus any pass through actual vendor invoice costs, including but not limited to, taxes, shipping and handling, and any similar charges assessed on Qwest by vendors in connection with the purchase of POTS splitters. The POTS splitters must meet the requirements for central office equipment Collocation set by the FCC. Qwest will be responsible for installing and maintaining the POTS splitters, but SBCT 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 SBCT.

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 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 SBCT'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. SBCT can also elect a direct connect option 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 SBCT's network will be at the place where the data Loop leaves the POTS splitter on its way to SBCT's collocated equipment.

9.4.3 Line Sharing Deployment

9.4.3.1 New applications for installation of POTS splitters will be processed in the manner outlined in the Collocation Section for Cageless or Common Collocation.

9.4.3.2 SBCT may submit applications for additional DS0 TIE Cable terminations and/or reclassifications to support Line Sharing. Qwest will process any such applications for augmentation and/or reclassification of DS0 TIE Cable terminations under intervals as outlined below in this Section.

9.4.3.3 Augmentation intervals will be thirty (30) days, subject to the following terms and conditions identified below:

9.4.3.3.1 Intentionally Left Blank

9.4.3.3.2 Intentionally Left Blank

9.4.3.3.3 The interval for reclassification will be fifteen (15) days, subject to the following terms and conditions. If requested reclassification engineering results in additional requirements for DS0 TIE Cable termination or TIE Cable support, the interval will default to thirty (30) days.

9.4.3.3.4 Intentionally Left Blank

9.4.3.3.5 In the event SBCT, or Qwest acting as purchasing agent for SBCT, is unable to procure any equipment needed to complete all work required by applications submitted to Qwest by SBCT, 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 SBCT and is unable to procure equipment to complete all work in a timely manner, SBCT may provide Qwest with the subject equipment. SBCT will be notified by Qwest of the required material on-site date for the affected Wire Center(s) and SBCT 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 SBCT 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 will apply.

9.4.4.2.2 If SBCT requests conditioning of a Shared Loop, a nonrecurring conditioning charge specified in Exhibit A will apply for removal of load coils and excess bridged taps. If the conditioning significantly degrades the voice services on the Loop to the point it is unacceptable to the end user, SBCT 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 SBCT's Collocation and the intermediate distribution frame 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 the Support Functions – Maintenance and Repair Section.

9.4.4.4.2 Additional Testing – SBCT 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 and grounding charge for splitters either in a bay, on the IDF, or on the MDF/COSMIC™. 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 SBCT. 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 IDF, 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 one hundred (100) pair between the POTS splitter and the intermediate distribution frame or splitter bay.

9.4.4.7 The rates for each of the aforementioned Line Sharing rate elements are set forth in Exhibit A. All of these rates are interim and will be subject to true up based on either mutually agreed to permanent rates or permanent rates established in a Line Sharing cost proceeding conducted by the Commission. In the event interim rates are established by the Commission before permanent rates are set, the interim rates set forth in Exhibit A will be changed to reflect the interim rates set by the Commission; however, no true up will be performed until mutually agreed to permanent rates are established or permanent rates are set established by the Commission.

9.4.5 Ordering Process

9.4.5.1 Shared Loop

9.4.5.1.1 As a part of the pre-order process, SBCT can access Loop characteristic information through the Loop Information Tool described in the Support Functions Section. SBCT will determine, in its sole discretion, whether to order the HUNE across any specific copper Loop. Qwest and SBCT will work together to modify the Loop Information Tool to better support Line Sharing. SBCT shall accept the risk that the Loop selected may not be suitable for providing the type of xDSL service SBCT seeks to provide.

9.4.5.1.2 The appropriate Splitter Meet Points dedicated to the POTS splitters will be provided on the Line Sharing Actual Point of Termination (APOT) form one (1) day prior to the Ready for Service date or at an interval ordered by the Commission or further agreed to by Qwest and SBCT in writing. SBCT will provide on the LSR, the appropriate frame terminations which are dedicated to POTS splitters. Qwest will administer all cross-connects/jumpers on the COSMIC™/MDF and ICDF.

9.4.5.1.3 Basic Installation “lift and lay” procedure will be used for all Shared Loop orders. Under this approach, a Qwest technician “lifts” the Loop from its current termination in a Qwest Wire Center and “lays” it on a new termination connecting to SBCT’s collocated equipment in the same Wire Center.

9.4.5.1.4 Qwest will provision the Shared Loop within the standard unbundled Loop provisioning interval as defined in Exhibit C.

9.4.5.1.5 SBCT 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 SBCT request at any time, including before placing an order, Qwest will arrange for a Wire Center walkthrough to verify the Line Sharing installation including APOT Information and associated databases, wiring and stenciling in the Qwest Wire Center.

9.4.5.1.6 Prior to placing an LSR for Shared Loop, SBCT must obtain a Proof of Authorization from the end user customer in accordance with the Proof of Authorization Section.

9.4.5.2 Common Area Splitter Collocation

9.4.5.2.1 This Section only applies to situations where SBCT orders placement of the splitter in a common area.

9.4.5.2.2 New POTS splitter shelves may be ordered via a single Collocation application form and quote preparation fee. Standard intervals as contained in Exhibit C will apply.

9.4.5.2.3 New POTS splitter shelves may be ordered with an existing Collocation. SBCT must submit a new Collocation application form and the applicable fee to Qwest. Standard Cageless and/or Common Collocation intervals as contained in Exhibit C will apply.

9.4.5.3 TIE Cable Reclassification

9.4.5.3.1 To the extent SBCT has existing DS0 TIE Cable terminations extending from an intermediate distribution frame to its Collocation space, SBCT may request that these existing DS0 TIE Cable terminations be reclassified for use with Line Sharing. SBCT shall request such reclassification through the same process used to order new terminations.

9.4.6 Repair and Maintenance

9.4.6.1 Qwest will allow SBCT to access Shared Loops at the point where the combined voice and data Loop is cross-connected to the POTS splitter.

9.4.6.2 Qwest will be responsible for repairing voice services provided over Shared Loops and the physical line between network interface devices at end user premises and the point of demarcation in Qwest Wire Centers. Qwest will also be responsible for inside wiring at end user premises in accordance with the terms and conditions of inside wire maintenance agreements, if any, between Qwest and its end users. SBCT 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 SBCT 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 SBCT will continue to develop repair and maintenance procedures for Line Sharing and agree to document final agreed to procedures in a methods and procedures document that will be made available on Qwest's website: <http://www.qwest.com/wholesale/productsservices/pcat/index.html>. In the interim, Qwest and SBCT agree that the following general principles will guide the repair and maintenance process for Line Sharing.

9.4.6.3.1 If an end user complains of a voice service problem that may be related to the use of a Shared Loop for data services, Qwest and SBCT will work together with the end user to solve the problem to the satisfaction of the end user. Qwest will not disconnect the data service provided to an end user over a Shared Loop without the written permission of SBCT unless the end user's voice service is so degraded that the end user cannot originate or receive voice grade calls and/or the end user authorizes Qwest to disconnect the data service.

Qwest will notify SBCT whenever this occurs upon voice trouble ticket closure.

9.4.6.3.2 Qwest and SBCT are responsible for their respective end user base. Qwest and SBCT will have the responsibility for resolution of any service trouble report(s) initiated by their respective end users.

9.4.6.3.3 Qwest will test for electrical faults (e.g. opens, and/or foreign voltage) on Shared Loops in response to trouble tickets initiated by SBCT. When trouble tickets are initiated by SBCT, and such trouble is not an electrical fault (e.g. opens, shorts, and/or foreign voltage) in Qwest's network, Qwest will assess SBCT the TIC Charge.

9.4.6.3.4 When trouble reported by SBCT 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 SBCT on a case-by-case basis. SBCT 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 SBCT 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, SBCT will not be charged by Qwest for the testing. If this additional testing uncovers a problem in the portion of the network for which SBCT 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, SBCT will order and install additional splitter cards as necessary to increase the capacity of the POTS splitters. SBCT 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, SBCT 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 SBCT will work together to address end user initiated repair requests and to prevent adverse impacts to the end user.

9.4.7 Other

9.4.7.1 Reserved for Future Use

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 SBCT 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 SBCT seeks to access only a NID (i.e., SBCT 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 SBCT 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, 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 SBCT 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'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'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 SBCT, 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 SBCT 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 SBCT 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 SBCT installs its own NID, SBCT may connect its NID to the Qwest NID by placing a cross-connect between the two. When provisioning a NID to NID connection, SBCT will isolate the Qwest facility in the NID by unplugging the modular unit. If SBCT 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 SBCT is a facility based provider up to and including its NID, the Qwest facility currently in place, including the NID, will remain in place. At no time should either Party remove the other Party's Loop

facilities from the other Party's NID.

9.5.2.1.1 Qwest shall allow SBCT 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, SBCT and the landowner shall determine procedures for such access.

9.5.2.1.2 Qwest shall allow SBCT 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.

9.5.2.1.4 SBCT 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 SBCT 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 SBCT 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 SBCT's request, Qwest will change the NID on an individual request basis by SBCT 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 SBCT.

9.5.2.3 When SBCT 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, SBCT 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.

9.5.2.4.1 Reserved for Future Use

9.5.2.4.2 Reserved for Future Use

9.5.2.4.3 Reserved for Future Use

9.5.2.4.4 Reserved for Future Use

9.5.2.5 If so requested by SBCT, Qwest shall allow SBCT 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 SBCT 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, SBCT 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.

9.5.2.6 Reserved for Future Use

9.5.3 Rate Elements

9.5.3.1 If SBCT 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 SBCT paying only for the portion of the change out that is specific to and for the functionality that supports SBCT 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 SBCT 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 SBCT 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 on SBCT request pursuant to Section 9.5.2.1.5, charges will be assessed on a time and materials basis.

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

9.5.4 Ordering Process

9.5.4.1 Reserved for Future Use

9.5.4.2 SBCT may access a MTE NID after determining that the terminal in

question is a NID. Qwest shall have ten (10) calendar days to respond to such an inquiry. If the terminal is a NID and SBCT wishes to access the customer field of the NID, no additional verification is needed by Qwest. SBCT shall tag their jumper wire.

9.5.4.2.1 When SBCT seeks to connect to a cross-connect field other than to the customer field of the NID, SBCT shall submit a LSR for connection to the NID. Qwest shall notify SBCT, within 10 business days, if the connection is not technically feasible. In such cases, Qwest shall inform SBCT of the basis for its claim of technical infeasibility and, at the same time, identify all alternative points of connection that Qwest would support. SBCT 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 SBCT shall tag their jumper wire.

9.5.4.3 Subject to the terms of 9.5.4.2, SBCT 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. SBCT 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'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 SBCT. If the facilities and lines have been removed from the protector field or damaged by SBCT, SBCT 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 SBCT. 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 SBCT with a network element of a single transmission path between Qwest end offices, Serving Wire Centers or tandem switches in the same LATA and state. A UDIT can also provide a path between one CLEC in one Qwest Wire Center and a different CLEC in another Qwest Wire Center. Extended Unbundled Dedicated Interoffice Transport (EUDIT) provides SBCT with a bandwidth specific transmission path between the Qwest Serving Wire Center to SBCT'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 SBCT to access UDIT that is a part of a meet point arrangement between Qwest and another Local Exchange Carrier if SBCT 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. SBCT 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 or Unbundled Loops. A 3/1 multiplexer provides SBCT 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 SBCT with the ability to multiplex the DS1 1.544 Mbps signal to 24 DS0 64 Kbps channels. The 1/0 multiplexer provides a DS1 signal terminated at a demarcation point and 24 DS0 signals terminated at a demarcation point. SONET add/drop multiplexing is available on an ICB basis where facilities are available and capacity exists.

9.6.2 Terms and Conditions

9.6.2.1 To the extent SBCT 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, SBCT 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 SBCT when SBCT orders a continuous dedicated transport element from one point to another.

9.6.2.2 SBCT must order all multiplexing elements (if it chooses the multiplexing option) and regeneration requirements with its initial installation for the 3/1 multiplexer, including all 28 DS1s and the settings on the multiplexer cards. If options are not selected and identified on the order by SBCT, 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, Section 9.23, SBCT 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. If regeneration is required only between the UDIT or EUDIT termination point (the DSX panel or equivalent) and SBCT's Collocation, SBCT must order such regeneration pursuant to Section 9.1.4 and the charges listed in Exhibit A will apply.

9.6.2.4 SBCT shall not use EUDIT as a substitute for special or Switched Access Services, except to the extent SBCT 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 SBCT's Serving Wire Center. For EUDIT above DS1, Qwest provides an optical interface at the location requested by SBCT.

9.6.2.6 At the terminating location for each EUDIT, space shall be provided to Qwest for the necessary termination equipment.

9.6.2.7 EUDIT cannot traverse a Qwest Wire Center.

9.6.3 Rate Elements

9.6.3.1 DS1 UDIT rates are contained in Exhibit A of this Agreement and include the following elements:

9.6.3.1.1 DS1 Transport Termination (Fixed) Rate Element. This recurring rate element provides a 1.544 Mbps termination at a DSX or DCS. In addition to the fixed rate element, a per-mile rate element, as described below, also applies.

9.6.3.1.2 DS1 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides a transmission path of 1.544 Mbps between Qwest Wire Centers. This is a mileage sensitive element based on the V&H coordinates of the DS1 UDIT. The mileage is calculated between the originating and terminating offices.

9.6.3.1.3 DS1 EUDIT Facility Rate Element. This recurring rate element provides a transmission path of 1.544 Mbps between a Qwest Wire Center and SBCT Wire Center or IXC point of presence. This is a non-distance sensitive rate element.

9.6.3.1.4 DS1 Non-Recurring Charge. One-time charges apply for a specific work activity associated with installation of the DS1 service.

9.6.3.1.5 DS1 EUDIT Non-Recurring Charge. This one-time charge applies for the specific work activity associated with the installation of a DS1 EUDIT Facility.

9.6.3.2 DS3 UDIT rates are contained in Exhibit A of this Agreement and include the following elements:

9.6.3.2.1 DS3 Transport Termination (Fixed) Rate Element. This recurring rate element provides a 44.736 Mbps termination. In addition to the fixed rate element, a per-mile rate element, as described below, also applies.

9.6.3.2.2 DS3 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides an interoffice transmission path of 44.736 Mbps between Qwest Wire Centers. This is a mileage sensitive element based on the V&H coordinates of the DS3 UDIT. The mileage is calculated between the originating

and terminating offices.

9.6.3.2.3 DS3 EUDIT Facility Rate Element. This recurring rate element provides a transmission path of 44.736 Mbps between a Qwest Serving Wire Center and SBCT's Serving Wire Center or IXC point of presence. This is a non-distance sensitive element.

9.6.3.2.4 DS3 Nonrecurring Charge. One-time charges apply for a specific work activity associated with installation of the DS3 service.

9.6.3.2.5 DS3 EUDIT Facility 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 offices.

c) DS0 Nonrecurring Charge. One-time charges apply for a specific work activity associated with installation of the DS0 service.

9.6.3.4 OC-3 UDIT rates are contained in Exhibit A of this Agreement and include the following elements:

9.6.3.4.1 OC-3 Transport Termination (Fixed) Rate Element. This recurring rate element provides a 155.52 Mbps termination. In addition to the fixed rate element, a per-mile rate element, as described below, also applies.

9.6.3.4.2 OC-3 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides a transmission path of 155.52 Mbps between Qwest Wire Centers. This is a distance sensitive element based on the V&H coordinates of the OC-3 UDIT. The mileage is calculated between the originating and terminating offices.

9.6.3.4.3 OC-3 EUDIT Facility Rate Element. This recurring rate element provides a transmission path of 155.52 Mbps between a Qwest Serving Wire Center and SBCT's Serving Wire Center or IXC point of presence. This is a non-distance sensitive element.

9.6.3.4.4 OC-3 Nonrecurring Charge. One-time charges apply for a specific work activity associated with installation of the OC-3 service.

9.6.3.4.5 OC-3 EUDIT Facility 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 offices.

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 SBCT's Serving Wire Center or IXC point of presence. This is a non-distance sensitive element.

d) OC-12 Nonrecurring 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:

9.6.3.5.1.1 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.

9.6.3.5.1.2 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 offices.

9.6.3.5.1.3 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 SBCT's Serving Wire Center or IXC point of presence. This is a non-distance sensitive element.

9.6.3.5.1.4 OC-48 Nonrecurring Charge. One-time charges apply for a specific work activity associated with installation of the OC-48 service.

9.6.3.5.1.5 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:

9.6.3.7.1 Recurring Multiplexing Charge. The DS3 central office Multiplexer provides de-multiplexing of one DS3 44.736 Mbps to 28 1.544 Mbps channels.

9.6.3.7.2 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:

9.6.3.8.1 Recurring Multiplexing Charge. The DS0 central office multiplexer provides de-multiplexing of one DS1 1.544 Mbps to 24 64 Kbps channels.

9.6.3.8.2 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.

9.6.3.8.3 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.

9.6.4 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. By May 31, 2001, SBCT will be able to order a single end to end bandwidth facility comprised of UDIT and EUDIT on a single ASR. 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:

9.6.4.1.5.1 The original due date or SBCT-initiated subsequent due date was, or SBCT has been notified by Qwest that such due date will be, delayed ten (10) business days or longer; or

9.6.4.1.5.2 The original due date has been scheduled later than the expiration of the standard interval set forth in Exhibit C and SBCT 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 SBCT demarcation point and will notify SBCT 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. SBCT 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 SBCT 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.

9.6.4.6 Reserved for Future Use

9.6.5 Maintenance and Repair

9.6.5.1 The Parties will perform cooperative testing and trouble isolation to identify where trouble points exist. SBCT cross-connections will be repaired by SBCT 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 SBCT can submit requests through the ASR process to move or rearrange UDIT or EUDIT terminations on SBCT's demarcation point or to change UDIT or EUDIT options. These rearrangements are available through a single office or dual office request. Single office rearrangements are limited to the change in options or movement of terminations within a single Wire Center. Dual office rearrangements are used to change options or movement of terminations in two (2) Wire Centers. Rearrangement is only available for in-place and working UDITs or EUDITs.

9.6.6.2 The rearrangement of terminations or option changes are completed as an "uncoordinated change" (basic request) and will be completed within the normal intervals outlined in Exhibit C. If SBCT desires a coordinated rearrangement of terminations or options changes, additional labor installation as identified in Exhibit A shall apply.

9.6.6.3 SBCT will submit an ASR with the rearrange USOC and appropriate termination information (e.g. CFA) or NC/NCI codes (Network Channel Codes/Network Channel Interface Codes).

9.7 Unbundled Dark Fiber

9.7.1 Description

9.7.1.1 Unbundled Dark Fiber (UDF) is a deployed, unlit pair of fiber optic cable or strands that connects two points within Qwest's network. UDF is a single transmission path between two Qwest Wire Centers, or between a Qwest Wire Center and a SBCT 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 a deployed route between two Qwest Wire Centers; and (b) UDF-Loop, which constitutes a deployed Loop or section of a deployed Loop between a Qwest Wire Center and an end user customer premises; and (c) Extended UDF (E-UDF) which constitutes a deployed route between a Qwest Wire Center and a SBCT Wire Center. Deployed Dark Fiber facilities shall include Dark Fiber Qwest has obtained with capitalized Indefeasible Right to Use (IRUs) or capitalized leases that do not prohibit Qwest's ability to provided access to another person or entity. Deployed Dark Fiber facilities shall not be limited to facilities owned by Qwest, but will include in place and easily called into service facilities to which Qwest has otherwise obtained a right of access, including but not limited to capitalized Indefeasible Right to Use (IRUs) or capitalized leases. 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 SBCT 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 SBCT access.

9.7.2 Terms and Conditions

9.7.2.1 Qwest will provide SBCT 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 The Parties agree that SBCT does not wish to access Dark Fiber at splice cases.

9.7.2.2.3 SBCT 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 SBCT with access to deployed Dark Fiber facilities. SBCT shall be responsible for obtaining and connecting electronic equipment, whether light generating or light terminating equipment, to the Dark Fiber. Qwest will not remove, and SBCT shall be permitted to use, regenerating equipment that already exists in mid-span.

9.7.2.4 Qwest will provide Unbundled Dark Fiber to SBCT in increments of two (2) strands (by the pair). In addition, after May 31, 2001, Qwest will provide UDF to SBCT in increments of one (1) strand. SBCT 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 SBCT may order additional UDF on such fiber cable segment, SBCT 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. SBCT 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:

9.7.2.5.1 Qwest will not unbundle Dark Fiber that Qwest utilizes for maintenance or reserves for maintenance spare for Qwest's own use. Qwest shall not reserve more than five percent (5%) of the fibers in a sheath, or two (2) strands, whichever is greater, for maintenance or maintenance spare for Qwest's own use.

9.7.2.5.2 Qwest will not be required to unbundle Dark Fiber if Qwest demonstrates to the Commission by a preponderance of the evidence that such unbundling would create a likely and foreseeable threat to its ability to meet its carrier of last resort obligations as established by any regulatory authority.

Qwest shall initiate such proceeding within seven (7) calendar days of denying SBCT'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, SBCT'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 SBCT with access to the deployed Dark Fiber in its network in either single-mode or multi-mode. During the inquiry process, Qwest will inform SBCT 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 SBCT is responsible for trouble isolation before reporting trouble to Qwest.

9.7.2.9 SBCT shall not use UDF as a substitute for special or switched access services, except to the extent SBCT provides "a significant amount of local exchange traffic" to its end users 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 SBCT, Qwest may initiate a proceeding to reclaim Dark Fiber strands from SBCT that were not serving end user customers at the time of Qwest's notice to SBCT. 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, SBCT shall not object to using the most expeditious procedure available under state law, rule or regulation. SBCT 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 SBCT's sole risk of any reclamation approved by the Commission, including the risk of termination of service to end user customers. SBCT 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 SBCT 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 central offices within a UDF or at central offices where SBCT's UDFs are cross connected. SBCT has no access to UDF at those intermediate central offices.

9.7.2.12.1 CLEC-to-CLEC Connections with UDF for the mutual exchange of traffic is permissible pursuant to the provisions in Section 9.7.

9.7.2.13 For UDF-Loop, SBCT is responsible for all work activities at the end user premises. All negotiations with the premises end user and or premises owner are solely the responsibility of SBCT.

9.7.2.14 For a UDF-Loop terminating at an existing end user premises FDP, Qwest will provide to SBCT 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 of this Agreement apply where SBCT needs to gain access to UDF at an outside plant structure.

9.7.2.16 SBCT will incur all costs associated with disconnecting the UDF from its side of the network demarcation point.

9.7.2.17 Qwest and SBCT will jointly participate in continuity testing within the provisioning interval established in Exhibit C. Qwest and SBCT 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 SBCT shall furnish light generating equipment at the other termination point of the UDF as described below:

9.7.2.17.1 UDF-IOF: Qwest and SBCT shall mutually agree on the Wire Center at which Qwest must provide a light detector and the Wire Center at which SBCT must provide light generating equipment.

9.7.2.17.2 UDF-Loop: Qwest will provide the light detector at the Serving Wire Center, and SBCT will provide the light generating equipment at the appropriate outside plant structure or end user customer premises.

9.7.2.17.3 E-UDF: Qwest will provide the light detector at the Serving Wire Center, and SBCT will provide the light generating equipment at the SBCT Wire Center.

9.7.2.18 If, within ten (10) days of the date Qwest provisioned an order for UDF, SBCT 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 SBCT, 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 SBCT 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 SBCT's to access UDF Loops, or sections of UDF Loops, at accessible terminals including FDPs or equivalent in the central office, customer premises or at Qwest owned outside plant location (e.g., CEV, RT or hut).

9.7.2.20 Qwest shall allow SBCT to access Dark Fiber that is a part of a meet point arrangement between Qwest and another Local Exchange Carrier if SBCT has an

Interconnection agreement containing access to Dark Fiber with the connecting Local Exchange Carrier. Qwest rates, terms and conditions shall apply to the percentage of the route owned by Qwest.

9.7.3 Ordering Processes

Ordering processes and installation intervals are as follows:

9.7.3.1 The first step of the UDF ordering process is the inquiry process. The UDF inquiry is used to determine the availability of UDF between any two requested locations: between two (2) Qwest Wire Centers, between a Qwest Wire Center and an end user premises, or between a Qwest Wire Center and an appropriate outside plant structure, or a Qwest Wire Center and a SBCT Wire Center.

9.7.3.1.1 SBCT must submit a UDF inquiry through its account team. SBCT must specify the two (2) locations and the number of fibers requested.

9.7.3.1.2 Qwest will notify SBCT, within the interval set forth in Exhibit C of this Agreement, that: (i) UDF is available to satisfy SBCT's request, (ii) UDF is not available to satisfy SBCT's request; or (iii) Qwest, in writing, denies SBCT'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 SBCT-specified end locations. If additional routes are available, Qwest will notify SBCT that such additional routes exist and negotiate how that additional information will be made available.

9.7.3.2 SBCT 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, SBCT 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 SBCT, Qwest can begin processing the UDF provisioning order upon receipt of the UDF provisioning request. If the preliminary APOT address is changed by SBCT, a new provisioning time line for UDF must be established.

9.7.3.3 Based on SBCT's request (UDF-Loop, UDF-IOF or E -UDF), there are two (2) possible termination scenarios.

9.7.3.3.1 Termination at an Outside Plant Structure: If SBCT 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 SBCT 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 SBCT Wire Center: If spare fiber is available, and SBCT chooses to proceed, and the request is for UDF-IOF, UDF-Loop going to an end user premises, or E-UDF going to a SBCT Wire Center, Qwest will begin the provisioning process upon notification from SBCT 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. SBCT 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 SBCT may reserve Dark Fiber for SBCT during Collocation builds. Prior to reserving space, SBCT 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. SBCT is also strongly encouraged to request a Field Verification that the route to be reserved is available. If SBCT does not obtain Field Verification, SBCT assumes the risk that records upon which the UDF Inquiry Response is based may be in error. SBCT may reserve UDF for thirty (30), sixty (60), or ninety (90) days. SBCT 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. SBCT cross connections will be repaired by SBCT 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 SBCT, 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 SBCT disconnect order, will discontinue the recurring charges effective as of the date of the commencement of the trouble.

9.7.5 Rate Elements

9.7.5.1 Dark Fiber rates are contained in Exhibit A of this Agreement and include the following elements:

9.7.5.1.1 Initial Records Inquiry (IRI). This rate element is a pre-order work effort that investigates the availability of UDF. This is a one-time charge for each route check requested by SBCT. 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 SBCT the IRI immediately upon receipt of the inquiry. The IRI is a record search and does not guarantee the availability of UDF.

9.7.5.1.2 Field Verification and Quote Preparation (FVQP). This rate element is a pre-order work effort to estimate the cost of providing UDF access to SBCT at locations other than Qwest Wire Centers or an end user premises. Qwest will prepare a quote which will explain what work activities, timeframes, and costs are associated with providing access to this FDP location. This quote will be good for thirty (30) calendar days. The FVQP is not necessary when the request is between Qwest Wire Centers or between a Qwest Wire Center and customer premises (i.e., IRI). If FVQP is applicable pursuant to this section and SBCT orders UDF that has been reserved after a Field Verification has been performed, then the charge for FVQP will be reduced by the amount of the Field Verification charge assessed in the context of the reservation.

9.7.5.1.3 Field Verification. This rate element is a work effort performed at SBCT's option before placing a request to reserve UDF to verify the availability of UDF that SBCT desires to reserve.

9.7.5.2 The following rate elements are used once the availability of UDF has been established and SBCT chooses to access UDF.

9.7.5.2.1 Unbundled Dark Fiber - IOF Rate Elements

9.7.5.2.1.1 UDF-IOF Termination (Fixed) Rate Element. This rate element is a recurring rate element and provides a termination at the interoffice FDP within the Qwest Wire Center. Two UDF-IOF terminations apply per pair. Termination charges apply for each intermediate office terminating at an FDP or like cross connect point.

9.7.5.2.1.2 UDF-IOF Fiber Transport, (Per Pair) Rate Element. This rate element has both a recurring and a nonrecurring component and applies per pair. This rate element provides a transmission path between Qwest Wire Centers. The recurring component of this rate element is mileage sensitive based on the route miles of the UDF rounded up to the next mile.

9.7.5.2.1.3 UDF-IOF Fiber Cross-Connect Rate Element. This rate element has both a recurring and nonrecurring component and is used to extend the optical connection from the IOF FDP to SBCT'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 SBCT's order for UDF-IOF.

9.7.5.2.2 Unbundled Dark Fiber - Loop Rate Elements

9.7.5.2.2.1 UDF-Loop Termination (Fixed) Rate Element. This rate element is a recurring rate element and provides a termination at the interoffice FDP within the Qwest Wire Center and at either the customer premises or an appropriate outside plant structure. Two UDF-Loop terminations apply per pair.

9.7.5.2.2.2 UDF-Loop Fiber (Per Pair) Rate Element. This rate element has both a recurring and a 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.

9.7.5.2.2.3 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 SBCT's order for UDF-Loop.

9.7.5.2.3 Extended Unbundled Dark Fiber Rate Elements

9.7.5.2.3.1 E-UDF Termination (Fixed) Rate Element. This rate element is a recurring rate element and provides a termination at the interoffice FDP within the Qwest Wire Center and at the SBCT Wire Center. Two E-UDF terminations apply per pair.

9.7.5.2.3.2 E-UDF Fiber (Per Pair) Rate Element. This rate element has both a recurring and a nonrecurring component, and it applies per pair. This rate element provides a transmission path between the Qwest Serving Wire Center and the SBCT Wire Center.

9.7.5.2.3.3 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 SBCT'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, 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 SBCT traffic over Qwest's interoffice message trunk network.

9.8.2.2 SBCT may custom route operator services or directory assistance calls to unique operator services/directory services trunks.

9.8.2.3 Qwest has the following obligations with respect to Shared Transport:

9.8.2.3.1 Provide Shared Transport in a way that enables the traffic of SBCT to be carried on the same transport facilities that Qwest uses for its own traffic.

9.8.2.3.2 Provide Shared Transport transmission facilities between End Office Switches, between end office and tandem switches, and between tandem switches in its network.

9.8.2.3.3 Permit SBCT when purchasing unbundled Shared Transport and unbundled switching to use the same routing table that is resident in Qwest's switch.

9.8.2.3.4 Permit SBCT to use shared (or dedicated) transport as an unbundled element to carry originating access traffic from, and terminating to, customers to whom SBCT 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 SBCT. 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 SBCT controls the configuration of Unbundled Network Elements (UNEs) or ancillary services on a near real time basis through a digital cross connect device. UCCRE utilizes the Digital Cross-Connect System (DCS). UCCRE is available in Qwest Wire Centers that contain a DCS and such DCS is UCCRE compatible.

9.9.2 Terms and Conditions

9.9.2.1 DCS ports are DS1, DS3 and Virtual Ports (Virtual Ports are for connecting one end user to another). The DCS port is connected to the demarcation point using tie cables via the appropriate DSX cross connect panel. The DSX panel serves both as a "Design-To" point and a network interface at the DCS. SBCT is responsible for designing to the "Design-To" point. SBCT may connect the UCCRE ports to its elements or SBCT designated equipment. If SBCT desires DS0 port functionality, SBCT will order a DS1 UCCRE port and provide its own multiplexer (or DS1 UDIT multiplexers) and connect them together. This combination will form the equivalent of 24 DS0-level ports.

9.9.2.2 The reconfiguration of the service is accomplished at the DS0 signal level. Reconfiguration of these services can be accomplished through two methods: Dial Up or Attendant Access.

9.9.2.2.1 Dial Up Access. Qwest will provide access to mutually agreed upon UCCRE points in those offices where UCCRE is available. Qwest will provide and engineer this service in the same manner that it is currently provided to Qwest's end users.

9.9.2.2.2 Attendant Access. When SBCT 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 SBCT when the work activity is complete. Test results performed by Qwest are not provided to SBCT.

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 SBCT 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 SBCT. SBCT 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. SBCT cross connections will be repaired by SBCT 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, SBCT may purchase Unbundled Local Switching in a manner that permits SBCT to offer exchange access and termination of EAS/local traffic.

9.11.1.1.1 SBCT is not required to use Qwest's directory assistance services or operator services with its Unbundled Local Switching elements or UNE-P Combinations. SBCT 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, SBCT 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, SBCT 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 SBCT. In addition, while SBCT 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 SBCT RT may be purchased from Qwest or provided by SBCT. 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 SBCT, 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, SBCT will be responsible for all traffic management. Changes in provisioning will be made only at the request of SBCT. SBCT will be allowed to view channel availability and monitor traffic and blocking levels at the RT via a man-to-machine interface (MMI). SBCT will not have the ability to make any changes as all provisioning will be done solely by Qwest at SBCT'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 SBCT to purchase a dedicated trunk port on the local switch. SBCT 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 SBCT and SBCT'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 SBCT via the Special Request Process contained in Exhibit F of this Agreement; and
- e) OCN Trunk Port (including Local Message) may be requested by SBCT 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 SBCT 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).

9.11.1.9.2 Reserved for Future Use

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 facility. If digital, the individual DSO'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 DSO 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 SBCT may purchase access to all vertical features that are loaded in Qwest's End Office Switch. SBCT 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 SBCT 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 SBCT use of Qwest's signaling network for traffic originated from the line-side switching port. SBCT 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 SBCT 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 SBCT's end user customer to be served with Unbundled Local Switching has four (4) access lines or more 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 SBCT's end user customer to be served with Unbundled Local Switching has four (4) or more access lines 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
Denver	DNVRCOCH	Capitol Hill
	DNVRCOCP	Curtis Park
	DNVRCODC	Dry Creek
	DNVRCOMA	Denver Main
	DNVRCONO	Denver North
	MPLS/St. Paul	MPLSSMNDT

	STPLMNBE	St. Paul Beech
	STPLMNMK	St. Paul Market
Phoenix	PHNXAZMA	Phoenix Main
	PHNXAZNO	Phoenix North
Portland	PLTDOR69	Portland Capitol
Salt Lake City	SLKCUTMA	Salt Lake Main
Seattle/Tacoma	STTLWA06	Seattle Main
	STTLWAEL	Seattle Elliott
PORTLAND	PLTDOR69	Portland Capitol

9.11.2.5.1.1 For end user customers located within the Wire Center specified above, SBCT 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, SBCT 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 SBCT 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 MDU buildings or any other multiple use or high-rise building or campus configuration, as long as they are individually billed as the customer of record.

9.11.2.5.7 SBCT may order new Unbundled Local Switching or UNE-P Combinations in quantities that exceed three (3). If SBCT 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 SBCT'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, SBCT 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) SBCT 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) SBCT 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 SBCT 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 SBCT 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 SBCT on an Individual Case Basis.

9.11.2.9 Additional arrangements not offered with the basic PRI product are available to SBCT 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 SBCT 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 SBCT 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 SBCT 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 SBCT 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 SBCT with information necessary for SBCT 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 SBCT local/EAS usage data for originating, but

not terminating, local traffic, including but not limited to transit traffic. Until such time that Qwest provides SBCT with local/EAS usage data for terminating local traffic, Qwest shall not charge SBCT for terminating minutes of use.

9.12 Customized Routing

9.12.1 Description

9.12.1.1 Customized Routing permits SBCT to designate a particular outgoing trunk that will carry certain classes of traffic originating from SBCT's end users. Customized routing enables SBCT to direct particular classes of calls to particular outgoing trunks which will permit SBCT 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 SBCT 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 SBCT line class code(s) required for custom or unique SBCT 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 SBCT has two (2) options by which to route its end user customers' calls:

a) SBCT 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 SBCT to use the same line class code(s) used by Qwest and thus eliminates line class code(s) and deployment charges to SBCT.

b) SBCT may elect to custom route its end user customers' calls differently than Qwest routes its end user traffic. SBCT may choose different routing by traffic type, by prefix, etc. In this option, there will be a charge for the establishment and deployment of SBCT line class code(s). If a SBCT 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, SBCT shall provide comprehensive routing information associated with any routing request. Qwest will provide line class code(s) to SBCT for inclusion in SBCT LSR (Local Service Request).

9.12.3 Rate Elements

9.12.3.1 Charges for development of SBCT 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 SBCT 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 SBCT a detailed time and cost estimate thirty (30) business days after the pre-order meeting.

9.12.4.4 If custom routing is requested, SBCT shall submit a 50% deposit for the establishment and deployment of SBCT line class code(s). Qwest will assign SBCT line class code(s) and provide it to SBCT for inclusion in the LSR (Local Service Request) which SBCT will subsequently issue for deployment of the line class code(s) by Qwest.

9.12.4.5 If SBCT elects to route their end users' calls in the same manner in which Qwest routes its end user customers' calls, establishment and deployment charges for SBCT line class code(s) will not apply. Qwest will assign existing Qwest line class code(s) and provide to SBCT for inclusion in the LSR (Local Service Request).

9.12.4.6 SBCT 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 SBCT with non-discriminatory access to signaling networks, including signaling links and Signaling Transfer Points (STP), call-related databases and Service Management Systems (SMS) on an unbundled basis. The individual call-related databases and associated SMS are addressed in this Section 9. 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 SBCT the ability to send SS7 messages between its switches and Qwest's switches, and between SBCT's switches and those third party networks with which Qwest's signaling network is connected. SBCT may access Qwest's signaling network

from a SBCT switch via unbundled signaling and unbundled signaling transport elements between SBCT's switch and Qwest STPs. SBCT may access Qwest's signaling network from each of its switches via a signaling link pair between its switch and the Qwest STPs. SBCT 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 SBCT 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 SBCT's design requirements. All of SBCT's unbundled design elements are subject to facility requirements identified below.

9.13.2.2 At a minimum, transport facilities must exist from SBCT'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 SBCT'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 SBCT'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 SBCT's design. SBCT 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 SBCT are obligated to follow existing industry standards as described in Telecordia 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 SBCT'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 SBCT's Point of Presence or SPOI. This facility must be exclusively used for the transmission of network control signaling data.

9.13.2.4.4 Calling Party Number (CPN), or a reasonable alternative, will be delivered by each Party to the other, in accordance with FCC requirements, when received from another carrier or from the telephone equipment of the end user.

9.13.2.4.5 Carrier Identification Parameter (CIP) will be delivered by SBCT 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 SBCT'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 SBCT 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 SBCT-designed elements will initially require design information from SBCT. Ordering for CCSAC/SS7 will be handled on an individual basis, using service activation meetings between SBCT and Qwest. SBCT 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. SBCT cross connections will be repaired by SBCT and Qwest cross connections will be repaired by Qwest. Maintenance and Repair processes are contained in Section 12 of this Agreement.

9.14 AIN Services

9.14.1 Description

AIN is a Network Architecture that uses distributed intelligence in centralized databases to control call processing and manage network information, rather than performing those functions at every switch. Upon request by SBCT, and where technically feasible, Qwest will provide SBCT with access to Qwest's Advanced Intelligent Network (AIN) platform based upon rates, terms, conditions and means of access to be negotiated by the Parties, and incorporated into this Agreement by Amendment, subject to the approval by the Commission.

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. Examples include collect and third number calls. 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 Telecordia's GR-446-CORE defines the interface between the administration system and LIDB including specific message formats (Telecordia's TR-NWP-000029, Section 10).

9.15.1.2 Terms and Conditions -- LIDB Storage

SBCT will provide initial data, add, update or delete data, and license said data to Qwest for placement in Qwest's LIDB. SBCT will provide and maintain necessary information to enable Qwest to provide LIDB services. SBCT 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 SBCT's data into LIDB.

9.15.1.4 Ordering -- LIDB Storage

Qwest will be responsible for loading and updating SBCT's line records into the LIDB database from the data provided by SBCT. The establishment of SBCT 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. SBCT is responsible for the accuracy of the data sent to Qwest. Inquiries from SBCT 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 SBCT will provide Qwest with the following information:

9.15.2.2.1.1 The LIDB service requested (i.e., calling name, calling cards, Originating Line Number Screening (OLNS), ABS, etc.);

9.15.2.2.1.2 SBCT's Revenue Accounting Office (RAO), Operating Customer Number (OCN), and/or Local Service Provider Identification (LSPI);

9.15.2.2.1.3 The NPA NXX and signaling point codes for the operator or End Office Switches from which queries are launched;

9.15.2.2.1.4 The identity of SBCT's SS7 provider for Number Portability, ABS, OLNS and calling name;

9.15.2.2.1.5 The identity of SBCT's operator services provider for ABS queries;

9.15.2.2.1.6 Intentionally Left Blank; and

9.15.2.2.1.7 The contact names and fax numbers of all SBCT personnel to be contacted for fraud notification and LIDB data administration.

9.15.2.2.2 SBCT 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 SBCT's files will be notified by Qwest.

9.15.2.2.4 In the event that Qwest is not successful in loading the file because errors were detected, Qwest will e-mail the file back to SBCT with an error notice.

9.15.2.2.5 Reserved for Future Use

9.15.2.2.6 Qwest will provide to SBCT 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 - SBCT shall reimburse Qwest for all charges Qwest incurs relating to the input of SBCT's end user line record information, including the formatting of data so that it may be loaded into LVAS.

9.15.2.3.2 Mechanized Service Account Update - LVAS Access is the product which allows SBCT to add, update and delete telephone line numbers from the Qwest LIDB for SBCT's end users. Qwest will charge SBCT for each addition or update processed.

9.15.2.3.3 Individual Line Record Audit - SBCT may verify the data for a given ten (10) digit line number using an inquiry of its end user data.

9.15.2.3.4 Account Group Audit - SBCT may audit an individual Account Group NPA-NXX.

9.15.2.4 Expedited Request Charge for Manual Updates - SBCT may request an expedited manual update to the LIDB database that requires immediate action (i.e., deny PIN number). Qwest shall assess SBCT an expedited request charge for each manual update.

9.15.2.5 Ordering - LVAS Access.

LVAS report queries from SBCT 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 SBCT, Qwest will process LIDB queries from query originators (Telecommunications Carriers) requesting SBCT telephone line number data. Qwest allows LIDB query access through Qwest regional STPs.

9.15.3.1.3 Qwest will protect SBCT's proprietary data residing in Qwest's LIDB from unauthorized update and administration access. All elements associated with a line record as well as information related to alternate billing service is proprietary, including LIDB usage statistics.

9.15.3.1.4 Upon request, Qwest will provide a listing in the LVAS initial load format of all SBCT service accounts stored in Qwest's LVAS/LIDB.

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. SBCT SS7 connections will be required to meet Telecordia's GR905, TR954 and Qwest's Technical Publication 77342 specifications.

9.15.3.2.4 Qwest will include SBCT-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 SBCT's end users the same benefits of said agreements as enjoyed by Qwest end users. Qwest will update SBCT data, as requested by SBCT. 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, for example add, delete and modify end user accounts as end users move, become delinquent on the account, or order new service, on a daily basis in Qwest's LIDB. If SBCT utilizes Qwest's LIDB, for SBCT facilities based services, SBCT shall have the option to perform these functions itself through dial-up interface to Qwest's LIDB SMS.

9.15.3.3 Rate Elements - LIDB Query Service

9.15.3.3.1 The recurring charges for LIDB queries for Alternately Billed Services (ABS) calls processed by an Operator Services Switch are contained in Exhibit A of this Agreement.

9.15.3.3.2 LIDB Query rates apply in addition to all applicable CCSAC charges.

9.15.3.4 Ordering - LIDB Inquiry Service

9.15.3.4.1 LIDB requires a connection to the Common Channel Signaling Network (CCSN). Therefore, SBCT must have Common Channel Signaling Access Capability (CCSAC).

9.15.3.4.2 Provisioning of LIDB is done via the LIDB Access Request Form. Upon receipt of an accurate LIDB Access Request Form, Qwest will complete all necessary work and service will be available within seven (7) business days.

9.15.3.4.3 In addition to the LIDB Request Form, hub providers requesting LIDB services on behalf of SBCT must furnish Qwest a Proof of Authorization to prove that they have SBCT 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 SBCT of system alerts on SBCT end user lines.

9.15.4.2 Terms and Conditions - Fraud Alert Notification

Qwest will notify SBCT of system alerts on SBCT end user lines. At the direction of SBCT, Qwest will institute a block to prevent any further occurrence of fraud or uncollectible toll charges in accordance with practices used by Qwest for its own end users. Such practices include, but are not limited to, removing from valid data those data which incur fraud or uncollectible toll charges.

9.15.4.3 Rate Elements - Fraud Alert Notification

Fraud Alert Notification will be billed on a time and material basis per alert.

9.15.4.4 Ordering - Fraud Alert Notification

As part of the planning for LIDB Data Storage, SBCT will provide Qwest a contact for fraud notification. The contact must be available 24 hours a day, 7 days a week. Qwest will not take any action when fraud notification is received other than to notify SBCT. SBCT 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 SBCT. 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 SBCT's switch to the Qwest 8XX Database. If SBCT routes 8XX traffic to Qwest for delivery to an Interexchange Carrier, the call shall be handled as jointly provided switched access. If SBCT 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 Nonrecurring Options Activations Charge will apply for SBCT 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 SBCT 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 SBCT 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 SBCT to query from SBCT'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 SBCT'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 SBCT 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 SBCT's end users.

9.17.1.2 ICNAM database contains current listed name data by working telephone number served or administered by Qwest, including listed name data provided by other Telecommunications Carriers participating in the calling name delivery service arrangement.

9.17.2 Terms and Conditions

9.17.2.1 In response to queries properly received at Qwest's ICNAM database, Qwest will provide the listed name of the calling party that relates to the calling telephone number (when the information is actually available in Qwest's database and the delivery thereof is not blocked or otherwise limited by the calling party or other appropriate request). SBCT 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 SBCT with ICNAM database end user information if the calling party's end user information is stored in the Qwest ICNAM database. As a result, the called party end user can identify the calling party listed name prior to receiving the call, except in those cases where the calling party end user has its ICNAM information blocked.

9.17.2.3 Qwest will allow SBCT to query Qwest's ICNAM database in order to obtain ICNAM information that identifies the calling party end user.

9.17.2.4 The ICNAM service shall include the database dip and transport from Qwest's regional STP to Qwest's SCP where the database is located. Transport from

SBCT'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 SBCT 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 SBCT acknowledges that transmission in the above protocol is necessary for Qwest to provision its ICNAM services. SBCT will adhere to other applicable standards, which include Telecordia 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 SBCT.

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. SBCT 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 SBCT 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. SBCT 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 SBCT any instances where overload controls are invoked due to SBCT's SS7 network, and SBCT 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 SBCT'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 SBCT.

9.17.2.10 SBCT shall arrange its Calling Party Number based services in such a manner that when a calling party requests privacy, SBCT will not reveal that caller's name or number to the called party (SBCT's end user). SBCT 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. SBCT 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. SBCT will prohibit its end users from copying, storing, maintaining, or creating any table or database of any kind from any response provided by SBCT to its end user after SBCT initiated an ICNAM query to Qwest's ICNAM database.

9.17.2.12 Qwest reserves the right to temporarily discontinue the ICNAM service if SBCT'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 SBCT 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.

9.17.4.2 ICNAM rates will be billed to SBCT monthly by Qwest for the previous month.

9.17.5 Ordering Process

9.17.5.1 SBCT 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 SBCT 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 SBCT its database information.

9.17.5.3 If SBCT has no existing end user base, then ICNAM service will begin seven (7) days after Qwest receives SBCT order.

9.18 Additional Unbundled Elements

SBCT 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 SBCT'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 SBCT 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 SBCT 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 SBCT 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 SBCT 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 SBCT may obtain unbundled packet switching only when all four of the following conditions are satisfied in a specific geographic area:

9.20.2.1.1 Qwest has deployed digital Loop carrier systems, including but not limited to, integrated digital Loop carrier or universal digital Loop carrier systems or has deployed any other system in which fiber optic facilities replace copper facilities in the distribution section.

9.20.2.1.2 There are no spare copper Loops available capable of supporting the xDSL services the requesting carrier seeks to offer.

9.20.2.1.3 Qwest has placed a DSLAM for its own use in a Remote Qwest Premises but has not permitted SBCT to collocate its own DSLAM at the same Remote Qwest Premises or collocating SBCT'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.

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 SBCT is providing data services.

9.20.2.3 Qwest will provide SBCT with virtual channels at a physical network demarcation point such as a DSX-1 or DSX-3 in the central office in which the packet switch is located.

9.20.2.4 The ATM virtual channels provided to SBCT shall conform with ATM User-to-Network Interface (UNI) specifications as described in ITU-T 1.371/ATM Forum.

9.20.2.5 SBCT 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 SBCT with Unspecified Bit-Rate (UBR) for each channel, and a minimum bit rate.

9.20.2.6 Qwest will provision SBCT specified options as available for each virtual channel in its OSS.

9.20.2.7 Qwest shall provide SBCT with Packet Network Management capacity through its service order activities. SBCT 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 SBCT.

9.20.2.8 SBCT shall provide the customer premises modem. Customer premises equipment including modem and filters must be compatible with specific DSLAM equipment deployed by Qwest.

9.20.3 Rate Elements

9.20.3.1 Unbundled Packet Switch Customer Channel – This rate element consists of two (2) rate sub elements: DSLAM functionality and virtual transport.

9.20.3.1.1 DSLAM - –Both a 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 SBCT 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 SBCT 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 - SBCT 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 SBCT network.

9.20.4 Ordering Process

9.20.4.1 Prior to placing an order for unbundled packet switching SBCT 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 SBCT 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 SBCT 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, SBCT must have established or be in the process of establishing continuity between SBCT network and an Unbundled Packet Switch Interface Port.

9.20.4.3 To order unbundled packet switching, SBCT 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 SBCT network and Qwest Unbundled Packet Switch Interface Port: SBCT 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: SBCT 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 SBCT/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 SBCT provided voice service to the end user.

“SBCT” will herein be referred to as the voice service provider while “DLEC” will be referred to as the advanced data service provider. SBCT and DLEC may be the same entity. Only one (1) customer of record determined by the SBCT/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 to receive separate voice and data service across a single copper Loop.

9.21.2.1.2 To order Line Splitting, SBCT/DLEC must have a POTS splitter installed in the Qwest Wire Center that serves the end user. 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 SBCT /DLEC may provide any xDSL services that are compatible with SBCT 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 SBCT 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 SBCT, SBCT shall pay the conditioning rate set forth in Exhibit A to recondition the Loop.

9.21.2.1.6 POTS splitters shall be installed in Qwest Wire Centers via the standard Collocation arrangements set forth in the Collocation Section (Section 8). 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.

9.21.3 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 Nonrecurring 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 Nonrecurring 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, SBCT/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 SBCT'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 sub-account information consistent with the samples available for SBCT/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 SBCT/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. SBCT/DLEC will be responsible for repairing data services provided on UNE-P Line Splitting. Qwest, SBCT 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, SBCT 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 SBCT/DLEC agree that the following general principles will guide the repair and maintenance process for UNE-P Line Splitting.

9.21.6.3.1 If an end user complains of a voice service problem that may be related to the use of an UNE-P for data services, Qwest and SBCT/DLEC will work together with the end user to solve the problem to the satisfaction of the end user. Qwest will not disconnect the data service without authorization from the customer of record.

9.21.6.3.2 SBCT and DLEC are responsible for their respective end user base. SBCT/DLEC will have the responsibility for initiation and resolution of any service trouble report(s) initiated by their respective end users.

9.21.6.3.3 Qwest will test for electrical faults (e.g. opens, and/or foreign voltage) on UNE-P Line Splitting in response to trouble tickets initiated by SBCT. When trouble tickets are initiated by SBCT, 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 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 SBCT/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, SBCT/DLEC will order and install additional splitter cards as necessary to increase the capacity of the POTS splitters. SBCT/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, SBCT/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, SBCT and DLEC will work together to address end user initiated repair requests and to prevent adverse impacts to the end user.

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 SBCT 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 SBCT 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 SBCT that is consistent with the Act and the regulations thereunder. SBCT shall be entitled to access to all combinations functionality as provided in FCC rules and other applicable laws. Qwest shall not require SBCT 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 SBCT 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. SBCT 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, SBCT 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 SBCT 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 SBCT hereunder, Qwest shall permit SBCT to combine any UNE provided by Qwest with another UNE provided by Qwest or with compatible network components provided by SBCT or provided by third parties to SBCT in order to Telecommunications Services. UNE Combinations will not be directly connected to a Qwest Finished Service, whether found in a Tariff or otherwise, without going through a Collocation, unless otherwise agreed to by the Parties. Notwithstanding the foregoing, SBCT can connect its UNE Combination to Qwest's Directory Assistance and Operator Services platforms.

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 SBCT. Network elements to be provisioned together shall be identified and ordered by SBCT as such. When SBCT 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 provide SBCT UNEs that are currently combined in Qwest's network, provided that facilities are available.

9.23.1.5 Omitted for numbering consistency.

9.23.1.6 When ordered in combination, Qwest will combine SBCT UNEs with Qwest UNEs, provided that facilities are available and such combination:

9.23.1.6.1 Is technically feasible;

9.23.1.6.2 Shall be performed in a manner that provides Qwest access to necessary facilities;

9.23.1.6.3 Would not impair the ability of other carriers to obtain access to UNEs or to interconnect with Qwest's network; and

9.23.1.6.4 Would not impair Qwest's use of its network.

9.23.2 Description

UNE Combinations are available in, 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 SBCT desires access to a different UNE Combination, SBCT 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 SBCT's Interconnection agreement, provided that all UNEs making up the UNE Combination are contained in SBCT's Interconnection agreement. If Qwest develops additional UNE combination products, SBCT can order such products without using the Special Request Process, but SBCT may need to submit a CLEC questionnaire 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 itself, Qwest will provide access in a manner that provides SBCT with a meaningful opportunity to compete.

9.23.3.2 "UNE-P-POTS": 1FR/1FB lines are available to SBCT 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 SBCT 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 SBCT 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 SBCT 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 SBCT 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 SBCT 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 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 EEL options: "EEL-Conversion" (EEL-C) and "EEL-Provision" (EEL-P).

9.23.3.7.1 Unless SBCT is specifically granted a waiver from the FCC which provides otherwise, and the terms and conditions of the FCC waiver apply to SBCT's request for a particular EEL, SBCT cannot utilize combinations of Unbundled Network Elements that include Unbundled Loop and unbundled interoffice dedicated transport to create a UNE Combination unless SBCT 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 SBCT 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: SBCT 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 SBCT'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: SBCT 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 SBCT'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: SBCT 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, SBCT 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 SBCT 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, SBCT 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 9.23.3.7.2.3, it seeks to qualify the circuit.

9.23.3.7.2.5 SBCT's local service certification shall remain valid only so long as SBCT continues to satisfy one (1) of the three (3) options set forth in Section 9.23.3.7.2 of this Agreement. SBCT must provide a service order converting the EEL to Private Line/Special Access Circuit to Qwest within thirty (30) days if SBCT'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 SBCT's records according to the following guidelines:

- a) Qwest may, upon thirty (30) days written notice to SBCT who 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) SBCT 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 SBCT's Unbundled Loop transport combination is configured to provide Local Exchange Service in accordance with its certification.
- c) An independent auditor hired and paid for by Qwest shall perform any audits, provided, however, that if an audit reveals that SBCT's EEL circuit(s) do not meet or have not met the certification requirements, then SBCT 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 SBCT (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 SBCT 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 SBCT and Qwest.
- h) Qwest shall not use any other audit rights it may have pursuant to an Interconnection agreement between SBCT 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) SBCT shall maintain appropriate records to support its certification. However, SBCT 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 SBCT'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) days.

9.23.3.7.2.9 If SBCT 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. SBCT 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 SBCT 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 SBCT upon request. Qwest will provide SBCT with access to EEL-Conversion Combinations according to the standard intervals set forth in Exhibit C.

9.23.3.7.2.11.1 SBCT 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 SBCT switch. EEL-P is a new installation of circuits for the purpose of SBCT providing services to end user customers.

9.23.3.7.2.12.1 Terms and Conditions

9.23.3.7.2.12.2 SBCT 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 SBCT Collocation in a Wire Center other than the Serving Wire Center of the Loop.

9.23.3.7.2.12.4 EEL combinations may consist of Loops and interoffice transport of the same bandwidth (Point-to-Point EEL). When multiplexing is requested, EEL may consist of Loops and interoffice transport of different bandwidths (Multiplexed EEL). SBCT may also order combinations of interoffice transport, concentration capability and DS0 Loops.

9.23.3.7.2.12.5 When concentration capability is requested, SBCT 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 SBCT 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 SBCT 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 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 apply.

9.23.3.9.3 EEL Multiplexing. EEL multiplexing is offered in DS3 to DS1 and DS1 to DS0 configurations. All other multiplexing arrangements will be ICB. EEL multiplexing is ordered with EEL Transport. Recurring and nonrecurring charges apply.

9.23.3.9.4 DS0 Low Side Channelization and DS0 MUX Low Side Channelization. EEL DS0 Channel Cards are required for each DS0 EEL Link connected to a 1/0 EEL Multiplexer. Channel Cards are available for analog Loop Start, Ground Start, Reverse Battery and No Signaling.

9.23.3.9.5 Concentration Capability. Concentration Capability rates will be provided as an ICB. Cost recovery includes, but is not limited to, space preparation and space lease, equipment installation, cabling and associated terminations and structure installation, personnel training (if required) and delivery of required power. Recurring and nonrecurring charges apply.

9.23.3.10 SBCT may request access to and, where appropriate, development of, additional UNE Combinations. For UNEs Qwest currently combines in its network SBCT can use the Special Request Process (SRP) set forth in Exhibit F. For UNEs that Qwest does not currently combine, SBCT must use the Bona Fide Request Process (BFR). In its BFR or SRP request, SBCT 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 SBCT's customer's choice on a 2-PIC basis, access to 911 Emergency Services, capability to access SBCT's Operator Services platform, capability to access SBCT's Directory Assistance platform and Qwest customized routing service; and, if desired by SBCT, access to Qwest Operator Services and Directory Assistance Service.

9.23.3.11.2 If Qwest provides and SBCT 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. SBCT 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 SBCT and where technically feasible, Qwest will rebrand operator services and directory assistance in SBCT's name, in SBCT's choice of name, or in no

name in accordance with terms and conditions set forth in this Agreement.

9.23.3.11.3 SBCT may order Customized Routing in conjunction with UNE-P for alternative operator service and/or directory assistance platforms. SBCT shall be responsible to combine UNE-P with all components and requirements associated with Customized Routing needed to utilize related functionality. For a complete description of Customized Routing, refer to that Section of this Agreement.

9.23.3.11.4 Qwest shall provide to SBCT, for SBCT'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 SBCT 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 SBCT'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, SBCT'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 SBCT.

9.23.3.11.5 SBCT shall designate the Primary Interexchange Carrier (PIC) assignments on behalf of its end user customers for InterLATA and IntraLATA services. SBCT shall follow all applicable laws, rules and regulations with respect to PIC changes and Qwest shall disclaim any liability for SBCT'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 SBCT.

9.23.3.12 If SBCT 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 SBCT 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, SBCT 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 SBCT as a combination, unless a UNE is not available until a later time and SBCT elects to have Qwest provision the other elements before all elements are available. For conversions of existing resale services to UNE-P Combinations, SBCT will be billed at the UNE-P rate, and billing at the resold rate will cease, on the due date scheduled for the conversion, so long as the due date of the conversion was a standard or longer interval, unless SBCT 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 SBCT, or to SBCT from any other competitor and are 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 SBCT for any reason, SBCT 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 SBCT's end user customers. Qwest shall only be required to notify SBCT of Qwest's termination of the UNE Combination service on a timely basis consistent with Commission rules and notice requirements.

9.23.3.17 SBCT, or SBCT'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. SBCT shall inform its end user customers that they are end user customers of SBCT. SBCT's end user customers contacting Qwest will be instructed to contact SBCT, and Qwest's end user customers contacting SBCT 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 SBCT from discussing its products and services with SBCT's or Qwest's end user customers who call the other Party.

9.23.3.18 Reserved for Future Use

9.23.3 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 SBCT shall be responsible for billing its end user customers served over UNE Combinations for all Miscellaneous Charges and surcharges required of SBCT by statute, regulation or otherwise required.

9.23.4.4 SBCT shall pay Qwest the PIC change charge associated with SBCT end user customer changes of InterLATA or IntraLATA Carriers. Any change in SBCT's end user customers' InterLATA or IntraLATA carrier must be requested by SBCT on behalf of its end user customer.

9.23.4.5 If an end user customer is served by SBCT 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 SBCT 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, SBCT 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, SBCT and Qwest will use the standard provisioning interval for the equivalent retail service. SBCT 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 of this Agreement. Nevertheless, to the extent that the option is available to SBCT 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 SBCT for that portion of the service provided to SBCT should SBCT's end user customer, a new service provider, or SBCT request service be discontinued to the end user customer. Qwest will notify SBCT by FAX, OSS interface, or other agreed upon processes when an end user customer moves to another service provider. Qwest shall not provide SBCT 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, SBCT shall provide Qwest and Qwest shall provide SBCT 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 SBCT, 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 SBCT review.

9.23.7 Maintenance and Repair

9.23.7.1 Qwest will maintain facilities and equipment that comprise the service provided to SBCT as a UNE Combination. SBCT 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 SBCT/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 SBCT provided voice service to the end user. "SBCT" will herein be referred to as the voice service provider while "DLEC" will be referred to as the advanced data service provider. SBCT and DLEC may be the same entity. Only one (1) customer of record determined by the SBCT/DLEC partnership will be identified to Qwest.

9.24.1.1 With regard to Qwest 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 Agreement to eliminate the limitation of Loop Splitting to existing Unbundled Loops.

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 to receive separate voice and data service across a single copper Loop.

9.24.2.1.2 To order Loop Splitting, SBCT/DLEC must have a POTS splitter installed in the Qwest Wire Center that serves the end user. 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 SBCT, 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 SBCT/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 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 Nonrecurring 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 Nonrecurring 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.

9.24.3.3.2 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, SBCT/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 SBCT'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 SBCT/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 user premises and the point of demarcation in Qwest Wire Centers. Qwest, SBCT 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, SBCT 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.

SECTION 10.0 - ANCILLARY SERVICES

10.1 Interim Number Portability

10.1.1 Description

10.1.1.1 Interim Number Portability ("INP") service is an arrangement that allows an end user customer to retain its dialed telephone number when switching to another service provider. INP service can be provided by Qwest to SBCT or by SBCT to Qwest. For the purposes of this Section, the Party porting traffic to the other Party shall be referred to as the "INP Provider" and the Party receiving INP traffic for termination shall be referred to as the "INP Requestor."

10.1.1.2 INP applies to those situations where an end user elects to transfer to a new service provider and such end user also wishes to retain its existing telephone number. INP consists of INP Provider's provision to the INP Requestor the capability to route calls placed to telephone numbers assigned to the INP Provider's switches to the INP Requestor's switches. INP is available only for working telephone numbers assigned to the INP Provider's end users who request to transfer to the INP Requestor's service. Local Interconnect Service (LIS) is required for INP.

10.1.1.3 INP is available as INP-Remote Call Forwarding ("INP-RCF"), Direct Inward Dialing ("DID"), and Directory Number Route Index ("DNRI") and NXX Migration. DNRI is available as either direct to an end office or through a tandem, also referred to as DNRI Tandem ("RIPH") or portability hub. NXX Migration, or Local Exchange Routing Guide Reassignment, reassigns the entire central office code (NXX) to the SBCT switch if the code is used solely for one end-user.

10.1.1.4 Remote Call Forwarding (RCF)

10.1.1.4.1 RCF permits a call to an INP Provider's assigned telephone number to be translated to the INP Requestor's dialable local number. With the RCF solution, a permanent RCF is established in Qwest's switch forwarding any incoming call to the number assigned and maintained in the SBCT switch.

10.1.1.4.2 INP via RCF also requires Office Equipment (OE), on a per telephone number basis. The INP Requestor will need to provide a forecast of deployment sites and estimated quantities of ported numbers to assist in an assessment of available porting methods. Each request for INP via RCF will be analyzed by the Infrastructure Availability Center, IAC, to determine if OE is available.

10.1.1.5 Direct Inward Dialing (DID)

DID permits incoming calls to be ported to the INP Requestor's switch via a DID trunk configuration. Each DID trunk group used for INP is dedicated to carrying DID INP traffic between Qwest's End Office and SBCT's switch. The traffic on these trunks cannot overflow to other trunks. In addition, inter-switch signaling for DID is limited to multi-frequency (MF). This precludes passing the Calling Line ID to the SBCT switch. With DID, because there is no SS7 capability, there are CLASS feature limitations. For DID,

the INP Provider will deliver the dialed telephone number to the INP Requestor's Central Office.

10.1.1.6 Directory Number Route Indexing (DNRI)

DNRI permits incoming calls to be ported to the INP Requestor's switch via a route index. A permanent route index is assigned to the end user's ported number in the INP Provider's switch. The INP Provider will deliver the dialed seven digit telephone number to the INP Requestor's Central Office. INP Requestor may terminate the call as desired. Additional capacity for simultaneous call forwarding is available where technically feasible. The INP Requestor will need to specify the number of simultaneous calls to be forwarded for each number ported. DNRI tandem routing requires an additional thirty (30) day lead time to establish technical requirements for routing the ported calls.

10.1.2 Terms and Conditions

10.1.2.1 Qwest and SBCT will provide INP service in a non-discriminatory manner and with as little impairment of functioning, quality, reliability and convenience as possible.

10.1.2.2 Qwest will coordinate INP with Unbundled Loop cut overs in a reasonable amount of time and with minimum service disruption.

10.1.2.3 The Parties shall provide INP on a reciprocal basis to each other to the extent technically feasible, and in accordance with rules and regulations as, from time to time, prescribed by the FCC and/or the Commission.

10.1.2.4 Until the long term number portability solution, referred to as Local Number Portability (LNP), is implemented by the industry pursuant to regulations issued by the FCC or the Commission, the Parties agree to provide INP to each other through RCF, DID, DNRI and NXX migration. Local Interconnect Service (LIS) is required for INP.

10.1.2.5 Once Local Number Portability has been implemented within a Wire Center, INP will no longer be available for ordering within that Wire Center.

10.1.2.6 Upon LNP implementation, the INP offerings will be withdrawn subject to advance notice to the other Party. Both Parties will conform to the Western Region LNP Technical and Operations team guidelines and agreements for completion of INP to LNP conversion activity.

10.1.2.7 The INP Requestor's designated INP switch must return answer and disconnect supervision to the INP Provider's switch.

10.1.2.8 The INP Requestor will provide to the E911 database provider the network telephone number that the INP Requestor assigned to the INP Provider-assigned, ported telephone number. Updates to and maintenance of the INP information to the E911 database are the responsibility of the INP Requestor. For consistency in administration, the INP Requestor shall enter into a separate agreement with the E911 database provider.

10.1.2.9 Qwest will update its Line Information Database ("LIDB") listings for ported numbers as directed by SBCT. Qwest will restrict or cancel calling cards associated with these ported numbers. LIDB updates shall be completed by the Parties on the same business day each INP arrangement is activated.

10.1.2.10 An INP telephone number may be assigned by INP Requestor only to the INP Requestor's end users located within the INP Provider's local calling area and toll rating area that is associated with the NXX of the ported number.

10.1.2.11 INP is applicable only if the INP Requestor is engaged in a reciprocal traffic exchange arrangement with the INP Provider.

10.1.2.12 Only the existing INP Provider assigned end user telephone number may be used as a ported number for INP.

10.1.2.13 An INP telephone number must be active and assigned to an end user to accommodate INP.

10.1.2.14 INP services shall not be re-sold, shared or assigned by either Party to another LEC or CLEC.

10.1.2.15 INP is not offered for NXX Codes 555, 976, 960, and coin telephones, and Service Access Codes (i.e., 500, 700, 8XX, 900). INP is not available for Feature Group A seven-digit numbers, including Foreign Exchange. Furthermore, INP numbers may not be used for mass calling events.

10.1.2.16 The ported telephone number will be returned to the switch which originally had the ported number when the end user disconnects service from the INP Requestor. The INP Requestor shall not retain it and reassign it to another end user. The normal intercept announcement will be provided by the INP Provider for the period of time until the telephone number is reassigned by the INP Provider.

10.1.2.17 Forecasts for INP must be included in the forecasting process detailed in the Interconnection Section of this Agreement.

10.1.2.18 NXX Migration, or Local Exchange Routing Guide Reassignment, reassigns the entire central office code (NXX) to the SBCT switch if the code is used solely for one end-user. Where one Party has activated an entire NXX for a single end user, or activated a substantial portion of an NXX for a single end user with the remaining numbers in that NXX either reserved for future use or otherwise unused, if such end user chooses to receive service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned to an End Office operated by the second Party through the NANP administrator. In addition, both Parties agree to cooperate in arranging necessary updates and industry notification in the LERG (and associated industry databases, routing tables, etc.). Such transfer will be accomplished with appropriate coordination between the Parties and subject to appropriate industry lead-times (as identified in the LERG guidelines 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.

10.1.3 Ordering

10.1.3.1 Both parties shall comply with ordering standards as developed by the industry. INP service is ordered via a Local Service Request and associated Number Portability forms. Specific details regarding the ordering of INP service is contained in the Interconnect & Resale Resource Guide.

10.1.3.2 SBCT may order INP service either manually or through an electronic interface. The electronic gateway solution for ordering service is described in the Access to Operational Support Systems Section of this Agreement.

10.1.3.3 Service intervals for INP are described below. These intervals apply when facilities and network capacity is available. Where facilities or network capacity is not available, intervals are on an Individual Case Basis (ICB). Orders received after 3:00 P.M. are considered the next business day. The following service intervals have been established for interim number portability:

	<u>Number of Lines</u>	<u>Interval</u>
Simple (1FR/1FB)	1-49 lines	3 business days
	50 or more lines	ICB
Complex (PBX Trunks/ISDN)	1-8 lines or trunks	5 business days
	9-16 lines or trunks	6 business days
	17-24 lines or trunks	7 business days
	25 or more lines or trunks	ICB
Centrex	1-10 lines	5 business days
	11-20 lines	10 business days
	21 or more lines	ICB
Out of Hours Conversions	Any quantity	ICB

10.1.3.4 Qwest will provide FOCs to SBCT within a reasonable time, no later than 48 hours after receipt of complete and accurate orders for Regular POTS or Simple Business end-users. The FOC interval for all other complex orders will be within a reasonable time, no later than 8 business days from receipt of complete and accurate orders. The FOC for ICB orders will reflect an ICB FOC date.

10.1.3.5 For purposes of this Section, Qwest's normal business hours are 7:00 a.m. to 7:00 p.m., local time, Monday through Friday. SBCT may also request a Frame Due Time (FDT) of 5:00 a.m. as a normal business hour, Monday through Friday. Requests for Frame Due Times other than the 5:00 a.m. or 7:00 a.m. to 7:00 p.m. normal business hours shall be considered an out of hours cut.

10.1.3.6 SBCT shall request service within the normal business hours by submitting a Local Service Request (LSR) and designating the requested Frame Due Time. Requests for Frame Due Times within normal business hours will be proactively

managed by Qwest to ensure that the Frame Due Time is met.

10.1.3.7 Out of Hours Cut

10.1.3.7.1 Out of hours cuts permit SBCT to select either a coordinated or non-coordinated cut for INP service outside of Qwest's normal business hours. For planning purposes, SBCT shall provide Qwest with a forecast of out of hours coordinated cuts at least two weeks prior to SBCT placing an order in a particular state. Forecasts should include the anticipated Frame Due Times and volumes to be ported out of hours.

10.1.3.7.2 SBCT shall request out of hours cuts by submitting a Local Service Request (LSR) and designating the desired FDT outside of the normal business hours. In the Remarks section of the LSR, SBCT must specify an Out of Hours cut and the type of cut (coordinated or non-coordinated).

10.1.3.7.3 The date and time for the coordinated cut may need to be negotiated between Qwest and SBCT because of system downtime, switch upgrades, switch maintenance, and the possibility of other CLECs requesting the same FDT in the same switch (switch contention). Because of this up-front coordination and FDT negotiation efforts, Firm Order Confirmation (FOC) of the FDT will require additional time. In the event that this situation would occur, Qwest will negotiate with SBCT to provide the FOC within a reasonable time frame.

10.1.3.7.4 Non-Coordinated Out of Hours Cut

10.1.3.7.4.1 SBCT shall request out of hours non-coordinated cuts by submitting a LSR and designating a 1:00 a.m. FDT (due date) which is outside of the normal business hours. Non-coordinated cuts allow SBCT to request a Qwest FDT of 1:00 a.m. where the actual cut occurs between the hours of 1:00 a.m. and 7:00 a.m., with the cut completed by 7:30 a.m. of that day (if the requested date is a business day, or by 7:30 a.m. of the next business day).

10.1.3.7.4.2 Conversion desk activities and escalation processes for non-coordinated out of hour cuts are accomplished during the business day prior to the cut.

10.1.3.7.4.3 SBCT will not incur additional charges for non-coordinated out of hours cuts.

10.1.3.7.5 Coordinated Out of Hours Cut

10.1.3.7.5.1 SBCT shall request a coordinated out of hours cut by submitting a LSR and designating the requested FDT.

10.1.3.7.5.2 Out of hours coordinated cuts will be managed by a Qwest project manager. Coordination of this effort requires an up-front internal planning session. Any changes to the original FDT will be negotiated with SBCT and will occur prior to issuing an FOC.

10.1.3.7.5.3 SBCT will incur additional charges for coordinated out of hours cuts.

10.1.3.8 End User Impacts

10.1.3.8.1 The INP Requestor is responsible for all dealings with and on behalf of its end users, including all end user account activity (e.g., end user inquiries and complaints).

10.1.3.8.2 Each Party is responsible for obtaining a Proof of Authorization from its end users who request a transfer of the end user's telephone number from the other Party.

10.1.3.8.3 The INP Provider will work cooperatively with the INP Requestor to ensure a smooth end user transition and to provide for coordination with other facilities (e.g., Loops).

10.1.3.8.4 If an end user requests transfer of service from the INP Requestor back to the INP Provider, the INP Provider may rely on that end user request to institute cancellation of the INP service. The INP Provider will provide at least 48 hours notice to the INP Requestor of the cancellation of INP service, and will work cooperatively with the INP Requestor to ensure a smooth end user transition and to provide for coordination with other facilities (e.g., Loops).

10.1.3.8.5 The INP Requestor will submit to the INP Provider a disconnect order for each ported number that is relinquished by the INP Requestor's end users. Qwest will provide an electronic interface for the purpose of ordering INP service. This interface may be accomplished by either a GUI (Graphical User Interface) or EDI (Electronic Data Interchange).

10.1.4 Maintenance and Repair

10.1.4.1 SBCT is responsible for its own end users and will have the responsibility for resolution of any service trouble report(s) from its end users. End user customers of SBCT will be instructed to report all cases of trouble to their Service Provider.

10.1.4.2 SBCT and Qwest will provide to their respective end user customers the correct telephone numbers to call for access to their respective repair bureaus. SBCT and Qwest will provide their repair contact numbers to one another on a reciprocal basis.

10.1.4.3 Qwest will work cooperatively with SBCT to 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 to isolate and repair the trouble. For INP trouble reports, Qwest will not be responsible for testing the Unbundled Loop leased by SBCT.

10.1.4.4 The trouble ticket will be closed by the functional group that corrected the trouble. This group will also contact SBCT to inform them that the ticket has been closed. Current trouble codes and analysis codes will be entered to the trouble ticket.

10.1.5 Rate Elements

10.1.5.1 INP Rate Elements. In accordance with Commission requirements, Qwest recovers an appropriate allocation of its INP costs through charges to SBCT for each NXX code assigned to a SBCT. Per Commission Orders, a true-up will be completed semi-annually. The true-up is a mechanism for readjusting the monthly charge based on forecasted quantities, to account for actual quantities during the year. The Parties will comply with the FCC rules and Commission decisions on cost recovery for interim number portability. Exhibit A of this Agreement contains Interim Number Portability rates.

10.1.5.1.1 In accordance with Commission requirements, Qwest recovers an appropriate allocation of its INP costs through charges to SBCT for each NXX code assigned to a SBCT. Per Commission Orders, a true-up will be completed semi-annually. The true-up is a mechanism for readjusting the monthly charge based on forecasted quantities, to account for actual quantities during the year.

10.1.5.1.2 Charges for Coordinated Out of Hours Cuts. Charges for coordinated out of hours cuts shall be based upon actual hours worked at Qwest's overtime rate, time and one-half rates for timeframes outside of Qwest's normal hours except for Sundays and Holidays. Charges for coordinated out of hours cuts on Sundays and Holidays shall be based upon Qwest's overtime premium rate, which is double time. Overtime rates will be multiplied by the number of Qwest personnel actively participating in the cut, multiplied by the number of hours required for the cut. Exhibit A of this Agreement contains overtime rates for coordinated out of hours cuts.

10.1.5.1.2.1 Qwest will schedule the appropriate number of employees prior to the cut, based upon information provided by SBCT. If such information requires modification during the cut and, as a result, non-scheduled employees are required, SBCT shall be charged a four (4) hour minimum callout.

10.1.5.2 Switched Access Revenues. Qwest will comply with the FCC and Commission rules regarding the sharing of terminating access revenues. Once the end office switch is converted to long term number portability (LNP), SBCT has the ability to directly bill the Interexchange Carrier, and no sharing of terminating access revenues is required.

10.1.5.2.1 The Switched Access rate elements are identified in Qwest's Switched Access Tariff.

10.1.5.2.2 Qwest will use ARMIS data to determine the average Minutes of Use ("MOU") by jurisdiction. ARMIS data is updated on a yearly basis.

10.1.5.2.3 The number of lines to be used in determining the amount of terminating switched access will be extracted from the Qwest corporate data warehouse once each month. This database contains billed information for posted orders.

10.1.5.2.4 The calculation of the terminating switch access charges, along with the appropriate data for the preceding month will be provided to SBCT to support the payment. Qwest will pay the pass through amounts to SBCT within one month. Disputes will be processed as though this credited amount were a billed amount under this Agreement.

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 cutovers in a reasonable amount of time and with minimum service disruption, pursuant to Unbundled Loop provisions identified in Section 9 of this Agreement. SBCT will coordinate with Qwest for the return of the Qwest Unbundled Loop coincident with the transfer of the customer's service to Qwest in a reasonable amount of time and with minimum service disruption. For coordination with Loops not associated with Qwest's Unbundled Loop offering, SBCT may order the LNP Managed Cut, as described in Section 10.2.5.4. If SBCT requests Qwest to do so by 8:00 p.m. Mountain time, Qwest will assure that the Qwest Loop is not disconnected that day.

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 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 SBCT.

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 SBCT switch if the code is used solely for one end user. Where one Party has activated an entire NXX for a single end user, or activated a substantial portion of an NXX for a single end user with the remaining numbers in the NXX either reserved for future use or otherwise unused, if such end user chooses to receive service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned to an End Office operated by the second Party through the NANP administrator. In addition, both Parties agree to cooperate in arranging necessary updates and industry notification in the LERG (and associated industry databases, routing tables, etc.). Such transfer will be accomplished with appropriate coordination between the Parties and subject to appropriate industry lead-times (as identified in the LERG and the Central Office Code Administration guidelines) for movement of NXXs from one switch to another. Other applications of NXX migration will be discussed by the Parties as circumstances arise.

10.2.2.12 In connection with all LNP requests, the Parties agree to comply with the National Emergency Number Association (NENA) recommended standards for service provider Local Number Portability (NENA-02-011), as may be updated from time to time, regarding unlocking and updating end users' telephone number records in the 911/Automatic Location Information (ALI) database. The current provider shall send the 911 unlock record on the completion date of the order to the 911 database administrator.

10.2.2.13 Porting of Reserved Numbers. The customers of each Party may port reserved numbers from one Party to the other Party via LNP. Qwest will port numbers previously reserved by the customer via the appropriate retail tariffs until these reservations expire. Qwest will no longer reserve numbers for end user customers.

10.2.2.14 Limits on Subscriber Relocation. Qwest and SBCT agree that a customer may geographically relocate at the same time as it ports its telephone number, using LNP, to the new service provider; provided, however, that the current service provider may require that the customer's relocation at the time of the port to the new service provider be limited to the geographic area represented by the NXX of the ported telephone number. The current service provider may not impose a relocation limitation on the new service provider or the new service provider's subscribers that is more restrictive than that which the current service provider would impose upon its own subscribers with telephone numbers having the same NXX as the telephone number(s) being ported. In addition, the current service provider may not impose any restrictions on

relocation within the same Rate Center by a ported end user while that end user is served by the new service provider.

10.2.3 Service Management System

10.2.3.1 Each Party shall sign the appropriate NPAC user agreement(s) and obtain certification from the appropriate NPAC administrator(s) that the Party or the Party's Service Order Administration (SOA) and Local Service Management System (LSMS) vendor(s) has systems and equipment that are compatible with the NPAC's established protocols and that the application of such systems and equipment is compatible with the NPAC.

10.2.3.2 Each Party shall cooperate to facilitate the administration of the SMS through the process prescribed in the documents referenced in Section 21.

10.2.4 Database and Query Services

10.2.4.1 Qwest shall perform default LNP queries where SBCT is unable to perform its own query. SBCT shall perform default LNP queries where Qwest is unable to perform its own query. Qwest query services and charges are defined in FCC Tariff #1, 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 SBCT, 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 SBCT, 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 SBCT's customers or end users as compared to the service Qwest provides its own customers and end users.

10.2.4.3 A Party shall be charged for a LNP query by the other Party only if the Party to be charged is the N-1 carrier and it was obligated to perform the LNP query but failed to do so. Parties are not obligated to perform the LNP query prior to the first port requested 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. SBCT 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 3:00 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*
<u>Simple</u> (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
<u>Complex</u> (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 the 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. SBCT 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-through 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 SBCT experiences problems during the cut. In addition, Qwest allows SBCT 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 SBCT 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.

10.2.5.4 LNP Managed Cut with SBCT-provided Loop: A Managed Cut permits SBCT 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 SBCT. 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 downtime, 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 SBCT 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 SBCT 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 SBCT will incur additional charges for the Managed Cut dependent upon the FDT. The rates are based upon whether the request is within Qwest's normal business hours or out of hours. Qwest's normal business hours are 7:00 a.m. to 7:00 p.m., end user local time, Monday through Friday. The rate for Managed Cuts during normal business hours is the standard rate. The rate for Managed Cuts out of hours, except for Sundays and Holidays, is the overtime rate. Sundays and Holidays are at premium rate.

10.2.5.4.4 Charges for Managed Cuts shall be based upon actual hours worked in one half ($\frac{1}{2}$) hour increments. Exhibit A of this Agreement contains the rates for Managed Cuts. SBCT understands and agrees that in the event SBCT 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 (3) employees, based upon information provided by SBCT. SBCT will also have appropriate personnel scheduled for the negotiated FDT. If SBCT's information is modified during the cut, and, as a result, non-scheduled employees are required, SBCT 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, SBCT 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 SBCT 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, SBCT and Qwest agree to isolate and fix the problem in a timeframe acceptable to SBCT or the customer. If the problem cannot be corrected within an acceptable timeframe to SBCT or the customer, SBCT may request the restoration of Qwest service for the ported customer. Such restoration shall begin immediately upon request. If SBCT 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 SBCT.

10.2.5.4.7 Qwest shall ensure that any LNP order activity requested in conjunction with a Managed Cut shall be implemented in a manner that avoids interrupting service to the end user, including, without limitation, ensuring that the end user's Qwest Loop will not be disconnected prior to confirmation that SBCT Loop has been successfully installed.

10.2.6 Maintenance and Repair

10.2.6.1 Each Party is responsible for its own end users and will have the responsibility for resolution of any service trouble report(s) from its end users. End user customers will be instructed to report all cases of trouble to their Service Provider.

10.2.6.2 Each Party will provide their respective end user customers the correct telephone numbers to call for access to their respective repair bureaus. Each Party will provide their repair contact numbers to one another on a reciprocal basis.

10.2.6.3 Qwest will work cooperatively with SBCT 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 SBCT 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.

10.3 911/E911 Service

10.3.1 Description

10.3.1.1 911 and E911 provides an end user access to the applicable emergency service bureau, where available, by dialing a 3-digit universal telephone number (911).

10.3.1.2 Automatic Location Identification/Data Management System (ALI/DMS). The ALI/DMS database contains end user information (including name, address, telephone number, and sometimes special information from the local service provider or end user) used to determine to which Public Safety Answering Point (PSAP) to route the call. The ALI/DMS database is used to provide more routing flexibility for E911 calls than Basic 911.

10.3.1.3 Basic 911 directly connects to the PSAP all 911 calls from one or more local exchange switches that serve a geographic area. E911 provides additional selective routing flexibility for 911 calls. E911 uses end user data, contained in the ALI/DMS, to determine to which Public Safety Answering Point (PSAP) to route the call.

10.3.2 Terms and Conditions

10.3.2.1 E911 functions provided to SBCT shall be at the same level of accuracy and reliability as for such support and services that Qwest provides to its end users for such similar functionality.

10.3.2.2 In counties where Qwest has obligations under existing agreements as the primary provider of the 911 system to the county, SBCT 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 SBCT with the identification of the Qwest 911 controlling office that serves each geographic area served by SBCT.

10.3.2.7 Qwest will provide SBCT with the ten-digit telephone numbers of each PSAP agency, for which Qwest provides the 911 function, to be used by SBCT to acquire emergency telephone numbers for operators to handle emergency calls in those instances where SBCT's end user dials "0" instead of "911". It shall be the responsibility of SBCT 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, SBCT 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 SBCT are separate from this Agreement and Qwest makes no representations on behalf of the third party.

10.3.2.9 If SBCT is the primary service provider to the county, SBCT 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 SBCT is responsible to collect and remit to the state end user taxes for 911 service.

10.3.2.11 SBCT 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. SBCT 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 SBCT exchanges to be included in Qwest's E911 Database will be indicated via written notice to the appropriate 911 authority (state agency or PSAP administrator) and will not require an amendment to this Agreement.

10.3.3.1 SBCT 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 SBCT 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 SBCT 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 SBCT will be maintained with the same accuracy and reliability that Qwest maintains for Qwest's own end users.

10.3.4.2 For selective routing table updates, facilities-based CLECs will negotiate directly with Qwest's database provider for the input and validation of end user data into the Qwest Automatic Location Identification (ALI) database. SBCT will negotiate directly with the PSAP (or PSAP agency's) DMS/ALI provider for input of end user data into the ALI database. In most cases the selective routing table updates and the ALI database will be managed by the same provider. SBCT assumes all responsibility for the accuracy of the data that SBCT provides for MSAG preparation and E911 Database operation.

10.3.4.3 If it is facilities-based, SBCT will provide end user 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 SBCT any variations to NENA recommendations required for ALI database input.

10.3.4.4 If it is facilities-based, SBCT will provide end user data to Qwest's database provider for Qwest's ALI database that is MSAG valid and meets all components of the NENA-02-011 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, SBCT will update its end user records provided to Qwest's database provider for Qwest's ALI database to agree with the 911 MSAG standards for its service areas.

10.3.5 E911 Database Updates for Resale-Based CLECs

10.3.5.1 For resold services, Qwest, or its designated database provider, will provide updates to the ALI database in a manner that is at the same level of accuracy and reliability as such updates are provided for Qwest's end users. For resold accounts, SBCT shall provide Qwest with accurate end user location information to be updated to the ALI/DMS database. Qwest shall use its current process to update and maintain end user information in the ALI/DMS database.

10.3.6 E911 Database Accuracy

10.3.6.1 E911 Database accuracy shall be measured jointly by the PSAPs and Qwest's database provider in a format supplied by Qwest. The reports shall be forwarded to SBCT by Qwest's database provider when relevant and will indicate incidents when incorrect or no ALI data is displayed. The reports provided to SBCT shall contain SBCT-specific information regarding SBCT's

accounts. Qwest will provide SBCT with real time electronic notification upon completion of the file processing for any error detected by Qwest.

10.3.6.2 Each discrepancy report will be jointly researched by Qwest and SBCT. Corrective action will be taken immediately by the responsible Party.

10.3.6.3 Each Party providing updates to the E911 database will be responsible for the accuracy of its end user records. Each Party providing updates specifically agrees to indemnify and hold harmless the other Party from any claims, damages, or suits related to the accuracy of end user data provided for inclusion in the E911 Database.

10.3.6.4 Qwest and its vendor will provide non-discriminatory error correction for records submitted to the Automatic Location Identification (ALI) database. For resold accounts, if vendor detects errors, it will attempt to correct them. If vendor is unable to correct the error, vendor will contact Qwest for error resolution. For errors referred to Qwest, Qwest will provide the corrections in a non-discriminatory manner. If Qwest is unable to resolve the error, Qwest will contact the Resale CLEC for resolution. In the case of facility-based CLECs, the vendor will interface directly with SBCT to resolve record errors.

10.3.7 E911 Interconnection

10.3.7.1 If required by SBCT, Qwest shall interconnect direct trunks from SBCT's network to the Basic 911 PSAP, or the E911 tandem. Such trunks may alternatively be provided by SBCT. If provided by Qwest, such trunks will be provided on a non-discriminatory basis. Qwest shall provide special protection identification for SBCT 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 SBCT's central office to each Qwest 911/E911 selective router (i.e., 911 Tandem Office) that serves the areas in which SBCT provides Exchange Service, for the provision of 911/E911 services and for access to all subtending PSAPs (911 Interconnection Trunk Groups). SBCT 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 SBCT. 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 SBCT.

10.3.7.1.2 911 Interconnection Trunk Groups must be, at a minimum, DS-0 level trunks configured as a 2-wire analog interface or as part of a digital (1.544 Mbps) interface. Either configuration must use Centralized Automatic Message Accounting (CAMA) type signaling with MF tones that will deliver Automatic Number Identification "ANI" with the voice portion of the call, or Signaling System 7 (SS7) if available (i.e., other signaling technology as available). All 911 Interconnection trunk groups must be capable of transmitting and receiving Baudot code necessary to support the use of Telecommunications Devices for the

Deaf (TTY/TDDs).

10.3.7.1.3 Qwest shall begin restoration of 911/E911 trunking facilities immediately upon notification of failure or outage. Qwest must provide priority restoration of trunks or network outages on the same terms and conditions it provides itself. SBCT will be responsible for the isolation, coordination, and restoration of all 911 network maintenance problems to the SBCT 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. SBCT 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 SBCT 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.

10.3.7.1.4 Qwest and SBCT will provide to the other contact numbers for personnel who are readily accessible twenty-four (24) hours a day, seven (7) days a week.

10.3.7.1.5 QWEST will notify SBCT in no less than twenty-four (24) hours in advance of all scheduled testing or maintenance affecting E911 service.

10.3.7.2 For SBCT-identified 911 trunk blockages, Qwest agrees to take corrective action using the same trunking service procedures used for Qwest's own E911 trunk groups.

10.3.7.3 The Parties will cooperate in the routing of 911 traffic in those instances where the ALI/ANI information is not available on a particular 911 call.

10.3.7.4 For a facility-based CLEC, Qwest shall provide 911 Interconnection, including the provision of dedicated trunks from CLEC'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 CLEC with access to the same 911 trunks used for Qwest's retail end users which extend from the Qwest End Office Switch to the Basic 911 PSAP or the E911 tandem. SBCT access to such 911 trunks shall be on a shared, non-discriminatory basis.

10.3.8 E911 and Number Portability

10.3.8.1 When a Qwest telephone number is ported out, the receiving CLEC shall be responsible to update the ALI/DMS database. When a CLEC telephone number is ported in, Qwest shall be responsible to update the ALI/DMS database.

10.3.8.2 When Remote Call Forwarding (RCF) is used to provide number portability to the end user and a remark or other appropriate field information is available in the database, the shadow or "forwarded-to" number and an indication that the number is ported shall be added to the end user record by SBCT.

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 SBCT's end users in Qwest's listing database, based on end user information provided to Qwest by SBCT. Qwest is authorized to use SBCT end user listings as noted below.

10.4.2 Terms and Conditions

10.4.2.1 SBCT 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 SBCT's end users at no charge.

10.4.2.2 SBCT 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 SBCT the listings format specifications. Directory publishing schedules and deadlines will be provided to SBCT.

10.4.2.4 If SBCT provides its end user's listings to Qwest, SBCT grants Qwest access to SBCT's end user listings information solely for use in its Directory Assistance List Service, except as provided in Section 10.4.2.5, and subject to the terms and conditions of this Agreement. Qwest will incorporate SBCT end user listings in the directory assistance database. Qwest will incorporate SBCT's end user listings information in all existing and future directory assistance applications developed by Qwest. Should Qwest cease to be a Telecommunications Carrier, by virtue of a divestiture, merger or other transaction, this access grant automatically terminates.

10.4.2.5 SBCT end user listings will be treated the same as Qwest's end user listings. Prior written authorization from SBCT, which authorization may be withheld, shall be required for Qwest to sell, make available, or release SBCT's end user listings to directory publishers, or other third parties other than directory assistance providers. No prior authorization from SBCT shall be required for Qwest to sell, make available, or release SBCT's end user directory assistance listings to directory assistance providers. Listings shall not be provided or sold in

such a manner as to segregate end users by carrier. Qwest will not charge SBCT for updating and maintaining Qwest's listings databases. SBCT 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 SBCT orders.

10.4.2.8 Qwest provides non-discriminatory appearance and integration of white pages listings for all SBCT's and Qwest's end users. All requests for white pages directory listings, whether SBCT or Qwest end users, follow the same processes for entry into the listings database.

10.4.2.9 Qwest will take reasonable steps in accordance with industry practices to accommodate nonpublished and nonlisted listings provided that SBCT has supplied Qwest the necessary privacy indicators on such listings.

10.4.2.10 SBCT white pages listings will be in the same font and size as listings for Qwest end users, and will not be separately classified.

10.4.2.11 Qwest processes for publication of white pages directory listings will make no distinction between SBCT and Qwest subscribers. SBCT listings will be provided with the same accuracy and reliability as Qwest's end user listings. Qwest will ensure SBCT listings provided to Qwest are included in the white pages directory published on Qwest's behalf using the same methods and procedures, and under the same terms and conditions, as Qwest uses for its own end user listings.

10.4.2.12 Qwest shall ensure its third party publisher distributes appropriate alphabetical and classified directories (white and yellow pages) and recycling services to SBCT end users at parity with Qwest end users, including providing directories a) upon establishment of new service; b) during annual mass distribution; and c) upon end user request.

10.4.2.13 SBCT 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. SBCT further represents that it shall review all listings information provided to Qwest, including end user requested restrictions on use, such as nonpublished and nonlisted restrictions.

10.4.2.14 Reserved for Future Use

10.4.2.15 SBCT 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 SBCT agrees to provide to Qwest its end user names, addresses and telephone numbers in a standard mechanized format, as specified by Qwest.

10.4.2.17 SBCT 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 users, SBCT 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 SBCT 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 SBCT may review and if necessary edit the white page listings prior to the close date for publication in the directory. Such process shall be in accordance with Qwest's standard procedures as described on Qwest's Web site at: <http://www.uswest.com/wholesale/training/dirlistuser.html>.

10.4.2.22 SBCT is responsible for all dealings with, and on behalf of, SBCT's end users, including:

10.4.2.22.1 All end user account activity (e.g., end user queries and complaints);

10.4.2.22.2 All account maintenance activity (e.g., additions, changes, issuance of orders for listings to Qwest);

10.4.2.22.3 Determining privacy requirements and accurately coding the privacy indicators for SBCT's end user information (if end user information provided by SBCT to Qwest does not contain a privacy indicator, no privacy restrictions will apply); and

10.4.2.22.4 Any additional services requested by SBCT's end users.

10.4.2.23 Pursuant to Sec. 222 (a), (b), (c), (d), and (e) of the Telecommunications Act, Qwest will provide subscriber lists information gathered in Qwest's capacity as a provider of local Exchange Service on a timely and unbundled basis, under non-discriminatory and reasonable rates, terms and conditions to SBCT 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 SBCT, Qwest shall enter into negotiations with SBCT for SBCT's use of subscriber list information for purposes other than publishing directories, and Qwest and SBCT will enter into a written contract if agreement is reached for such use.

10.4.2.23.1 Qwest shall use commercially reasonable efforts to ensure that its retail end user listings provided to SBCT are accurate and complete. Any third party listings are provided AS IS, WITH ALL FAULTS. Qwest further represents that it shall review all its retail end user listings information provided to SBCT including end user requested restrictions on use, such as nonpublished and nonlisted restrictions.

10.4.2.24 Qwest represents and warrants that any arrangement for the publication of white pages directory listings with an affiliate (including, without limitation, Qwest Dex, Inc.) (an affiliate) or contractor, requires such affiliate or contractor to publish the directory listings of SBCT contained in Qwest's listings database so that SBCT's directory listings are non-discriminatory in appearance and integration, and have the same accuracy and reliability that such affiliate provides to Qwest's end users.

10.4.2.25 Qwest further agrees that any arrangements for the publication of white pages directory listings with an affiliate or contractor shall require such affiliate or contractor to include in the customer guide pages of the white pages directory, a notice that end users should contact their local service provider to request any modifications to their existing listing or to request a new listing.

10.4.2.26 Qwest agrees that any arrangement with an affiliate or contractor for the publication of white pages directory listings shall require such affiliate or contractor to provide SBCT space in the customer guide pages of the white pages directory for the purpose of notifying customers how to reach SBCT to: (1) request service; (2) contact repair service; (3) dial directory assistance; (4) reach an account representative; (5) request buried cable local service; and (6) contact the special needs center for customers with disabilities.

10.5 Directory Assistance

10.5.1 Description

10.5.1.1 Directory assistance service is a telephone number, voice information service that Qwest provides to its own end users and to other Telecommunications Carriers. Qwest provides SBCT 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 SBCT-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 SBCT's end users to receive published and non-listed telephone numbers within the caller's NPA/LATA geographic

areas, whichever is greater.

10.5.1.1.1.2 National Directory Assistance Service -- Allows SBCT's end users to receive listings from Qwest's Local Directory Assistance database and from the database of the National Directory Assistance services vendor selected by Qwest. National Directory Assistance Service includes Local Directory Assistance Service.

10.5.1.1.1.3 Call Branding Service – Allows SBCT's end users 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 SBCT, where technically feasible or with a generic brand. Call Branding announces SBCT's name to SBCT's end user at the start and completion of the call. Call Branding is an optional service available to SBCT.

- a) Front End Brand -- Announces SBCT's name to SBCT's end user at the start of the call. There is a nonrecurring charge to setup and record the Front End Brand message.
- b) Back End Brand -- Announces SBCT's name to SBCT's end user at the completion of the call. There is a nonrecurring charge to setup and record the Back End Brand message.
- c) There is a nonrecurring charge to load SBCT's branded message in each switch.
- d) Qwest will record SBCT's branded message.

10.5.1.1.1.4 Call Completion Link allows SBCT's end users' calls to be returned to SBCT for completion on SBCT's network, where available. There is a recurring charge per call.

10.5.1.1.2 Directory Assistance List Service -- Directory Assistance List Service is the access to Qwest's directory listings for subscribers within Qwest's fourteen (14) states for the purpose of providing Directory Assistance Service to its local exchange end user customers subject to the terms and conditions of this Agreement. See Section 10.6 for terms and conditions relating to the Directory Assistance List Services.

10.5.1.1.2.1 If SBCT 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 SBCT 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 SBCT non-discriminatory access to Qwest's directory assistance databases, directory assistance centers and personnel to provide Directory Assistance service.

10.5.2.2 Qwest's Directory Assistance database contains only those published and non-listed telephone number listings obtained by Qwest from its own end users and other Telecommunications Carriers.

10.5.2.3 Qwest will provide access to Directory Assistance Service for facility-based CLECs via dedicated multi-frequency (MF) operator service trunks. SBCT 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. SBCT 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 SBCT in accordance with operating methods, practices, and standards in effect for all Qwest end users. Qwest will provide the same priority of handling for SBCT's end user calls to Qwest's Directory Assistance service as it provides for its own end user calls. Calls to Qwest's directory assistance are handled on a first come, first served basis, without regard to whether calls are originated by SBCT or Qwest end users.

10.5.2.5 Call Branding for Directory Assistance will entail recording and setting up a brand message. Dedicated interoffice facilities are required.

10.5.2.6 Call Completion Link requires dedicated interoffice facilities.

10.5.2.7 If SBCT elects to access the Qwest Directory Assistance databases on a per dip basis, Qwest will provide to SBCT the facility and equipment specifications necessary to enable SBCT to obtain compatible facilities and equipment.

10.5.2.8 A Reseller CLECs' end user customers may use the same dialing pattern to access directory assistance service as used by Qwest's end user customers (i.e., 411, 1+411, or 1+NPA+555-1212).

10.5.2.9 A facility-based CLEC may choose to have its end users dial a unique number or use the same dialing pattern as Qwest end users to access Qwest Directory Assistance operators.

10.5.2.10 Qwest will timely enter into its Directory Assistance database updates of SBCT's listings. Qwest will implement quality assurance procedures such as random testing for listing accuracy. Qwest will identify itself to end users calling its DA service provided for itself either by company name or operating company name or operating company number so that end users have a means to identify with whom they are dealing.

10.5.2.10.1 In accordance with Section 18, SBCT may request a comprehensive audit of Qwest's use of SBCT'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. SBCT 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 SBCT's directory assistance listings in Qwest's directory assistance service. SBCT 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 SBCT's Directory Assistance listings supplied to Qwest by SBCT under the terms of this Agreement solely for the purposes of providing Directory Assistance Service and for providing DA List Information to Directory Assistance providers.

10.5.3 Rate Elements

The following rate elements apply to directory assistance service and are contained in Exhibit A of this Agreement.

10.5.3.1 A per call rate is applicable for Local Directory Assistance and National Directory Assistance Service selected by SBCT.

10.5.3.2 A nonrecurring setup and recording fee will be charged for establishing each Call Branding option. A nonrecurring charge to load SBCT'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

SBCT 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 SBCT's Qwest account manager.

10.5.5 Billing

10.5.5.1 Qwest will track and bill SBCT for the number of calls placed to Qwest's Directory Assistance service by SBCT's end users as well as for the number of requests for Call Completion Link.

10.5.5.2 For purposes of determining when SBCT is obligated to pay the per call rate, the call shall be deemed made and SBCT shall be obligated to pay when the call is received by the Operator Services switch. An end user may

request and receive no more than two telephone numbers per Directory Assistance call. Qwest will not credit, rebate or waive the per call charge due to any failure to provide a telephone number.

10.5.5.3 Call Completion Link will be charged at the per call rate when the end user completes the required action (i.e., “press the number one,” “stay on the line,” etc.).

10.6 Directory Assistance List

10.6.1 Description

10.6.1.1 Directory Assistance List (DA List) Information consists of name, address and telephone number information for all end users of Qwest and other LECs that are contained in Qwest’s directory assistance database and, where available, related elements required in the provision of Directory Assistance service to SBCT’s end users. No prior authorization from SBCT shall be required for Qwest to sell, make available, or release SBCT’s end user Directory Assistance listings to Directory Assistance providers. In the case of end users who have non-published listings, Qwest shall provide the end user’s local numbering plan area (NPA), address, and an indicator to identify the non-published status of the listing to SBCT; 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 SBCT 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 SBCT 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 SBCT, as a competing provider of telephone Exchange Service and telephone toll service, access to the DA List Information solely for the purpose of providing Directory Assistance Service to its local exchange end user customers, or for other incidental use by other carrier’s customers, subject to the terms and conditions of this Agreement. As it pertains to the DA List Information in this Agreement, “Directory Assistance Service” shall mean the provision, by SBCT via a live operator or a mechanized system, of

telephone number and address information for an identified telephone service end user or the name and/or address of the telephone service end user for an identified telephone number. Should SBCT cease to be a Telecommunications Carrier, a competing provider of telephone Exchange Service or telephone toll service, this access grant automatically terminates.

10.6.2.1.1 Qwest shall make commercially reasonable efforts to ensure that listings belonging to Qwest retail end users provided to SBCT in Qwest's DA List Information are accurate and complete. All third party DA List Information is provided AS IS, WITH ALL FAULTS. Qwest further represents that it shall review all of its end user listings information provided to SBCT, including end user requested restrictions on use, such as nonpublished and nonlisted restrictions.

10.6.2.2 SBCT will obtain and timely enter into its Directory Assistance database daily updates of the DA List Information, will implement quality assurance procedures such as random testing for directory assistance listing accuracy, and will identify itself to end users calling its DA service either by company name or operating company number so that end users have a means to identify with whom they are dealing.

10.6.2.3 SBCT shall use Qwest's Directory Assistance listings supplied to SBCT under the terms of this Agreement solely for the purposes of providing Directory Assistance Service.

10.6.2.4 Qwest shall retain all right, title, interest and ownership in and to the DA Listing Information it provides hereunder. SBCT acknowledges and understands that while it may disclose the names, addresses, and telephone numbers (or an indication of non-published status) of Qwest's end users to a third party calling its Directory Assistance for such information, the fact that such end user subscribes to Qwest's Telecommunications Services is confidential and proprietary information and shall not be disclosed to any third party.

10.6.2.5 SBCT shall not sublicense, copy or allow any third party to access, download, copy or use the DA List Information, or any portions thereof, or any information extracted therefrom. Each Party shall take commercially reasonable and prudent measures to prevent disclosure and unauthorized use of Qwest's DA List Information at least equal to the measures it takes to protect its own confidential and proprietary information, including but not limited to implementing adequate computer security measures to prevent unauthorized access to Qwest's DA List Information when contained in any database.

10.6.2.5.1 Unauthorized use of Qwest's DA List information, or any disclosure to a third party of the fact that an end user, whose listing is furnished in the DA list, subscribes to Qwest's, another Local Exchange Carrier's, Reseller's or CMRS's Telecommunications Services shall be considered a material breach of this Agreement and shall be resolved under the Dispute Resolution provisions of this Agreement.

10.6.2.6 Within five (5) days after the expiration or earlier termination of this Agreement, SBCT 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 SBCT is responsible for ensuring that it has proper security measures in place to protect the privacy of the end user information contained within the DA List Information. SBCT must remove from its database any telephone number for an end user whose listing has become non-published when so notified by Qwest.

10.6.2.8 Audits -- In accordance with Section 18, Qwest may request a comprehensive audit of SBCT'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 SBCT recognizes that certain carriers who have provided DA List Information that is included in Qwest's database may be third party beneficiaries of this Agreement for purposes of enforcing any terms and conditions of the Agreement other than payment terms with respect to their D A List Information.

10.6.2.10 Qwest will provide a non-discriminatory process and procedure for contacting end users with non-published telephone numbers in emergency situations for non-published telephone numbers that are included in Qwest's directory assistance database. Such process and procedure will be available to SBCT for SBCT's use when SBCT provides its own directory assistance 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 SBCT’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 SBCT 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, SBCT 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 SBCT 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 users in completing EAS/local and long distance calls. Qwest provides non-discriminatory access to Qwest operator service centers, services and personnel.

10.7.1.1.1 Local Assistance. Assists SBCT end users requesting help or information on placing or completing EAS/local calls, connects SBCT end users to home NPA directory assistance, and provides other information and guidance, including referral to the business office and repair, as may be consistent with Qwest’s customary practice for providing end user assistance.

10.7.1.1.2 IntraLATA Toll Assistance. Qwest will direct SBCT’s end user to contact its provider to complete InterLATA toll calls. Nothing in this Section is intended to obligate Qwest to provide any toll services to SBCT or SBCT’s end users.

10.7.1.1.3 Emergency Assistance. Provide assistance for handling SBCT’s end user’s EAS/local and IntraLATA toll calls to emergency

agencies, including but not limited to, police, sheriff, highway patrol and fire. SBCT is responsible for providing Qwest with the appropriate emergency agency numbers and updates.

10.7.1.1.4 Busy Line Verification (BLV) is performed when a calling party requests assistance from the operator bureau to determine if the called line is in use. The operator will not complete the call for the calling party initiating the BLV inquiry. Only one BLV attempt will be made per call, and a charge shall apply.

10.7.1.1.5 Busy Line Interrupt (BLI) is performed when a calling party requests assistance from the operator to interrupt a telephone call in progress. The operator will interrupt the busy line and inform the called party that there is a call waiting. The operator will not connect the calling and called parties. The operator will make only one BLI attempt per call and the applicable charge applies whether or not the called party releases the line.

10.7.1.1.6 Quote Service – Provide time and charges to hotel/motel and other CLEC end users for guest/account identification.

10.7.2 Terms and Conditions

10.7.2.1 For facility-based CLECs, Interconnection to Qwest's Operator Services switch is technically feasible at two distinct points on the trunk side of the switch. The first connection point is an operator services trunk connected directly to the Qwest Operator Services host switch. The second connection point is an operator services trunk connected directly to a remote Qwest Operator Services switch.

10.7.2.2 Trunk provisioning and facility ownership must follow Qwest guidelines.

10.7.2.3 In order for SBCT to use Qwest's operator services as a facility-based CLEC, SBCT must provide an operator service trunk between SBCT'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 SBCT will provide separate no-test trunks (not the local/IntraLATA trunks) to the Qwest BLV/BLI hub or to the Qwest Operator Services Switches.

10.7.2.7 Qwest will perform Operator Services in accordance with

operating methods, practices, and standards in effect for all its end users. Qwest will respond to SBCT's end user calls to Qwest's operator services according to the same priority scheme as it responds to Qwest's end user calls. Calls to Qwest's operator services are handled on a first come, first served basis, without regard to whether calls are originated by SBCT or Qwest end users.

10.7.2.8 Qwest will provide operator services to SBCT 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 users, and to the extent it does so, Qwest will provide forty five (45) days advance written notice to SBCT of such changes.

10.7.2.9 Qwest shall maintain adequate equipment and personnel to reasonably perform the Operator Services. SBCT shall provide and maintain the facilities necessary to connect its end users to the locations where Qwest provides the Operator Services and to provide all information and data needed or reasonably requested by Qwest in order to perform the Operator Services.

10.7.2.10 Call Branding is an optional service available to SBCT. Call Branding announces SBCT's name to SBCT's end user at the start of the call and at the completion of the call. If SBCT selects the Call Branding option, Qwest will provide Call Branding to SBCT where technically feasible.

a) Front End Brand – Announces SBCT's name to SBCT's end user at the start of the call. There is a nonrecurring charge to setup and record the Front End Brand message.

b) Back End Brand – Announces SBCT's name to SBCT's end user at the completion of the call. There is a nonrecurring charge to setup and record the Back End Brand message.

10.7.2.11 Call branding for toll and operator services will entail recording and setup of a brand message. Qwest will record SBCT's branded message. Dedicated interoffice facilities will be required.

10.7.2.12 Call Branding also entails a nonrecurring charge to load SBCT's branded message in each switch.

10.7.2.13 SBCT's end users may dial "0" or "0+" to access Qwest operator services. A facility-based CLEC may choose to have its end users access Qwest operators by dialing a unique number or by using the same dialing pattern as Qwest end users.

10.7.3 Rate Elements

Qwest toll and assistance operator services are offered under two pricing options. Option A offers a per message rate structure. Option B offers a work second and a per call structure. Applicable recurring and nonrecurring rate elements are detailed below and in Exhibit A of this Agreement.

10.7.3.1 Option A - Operator Services Rate Elements

10.7.3.1.1 Operator Handled Calling Card – For each completed calling card call that was dialed 0+ where the operator entered the calling card number.

10.7.3.1.2 Machine Handled Calling Card – For each completed call that was dialed 0+ where the end user entered the required information, such as calling card number.

10.7.3.1.3 Station Call – For each completed station call, including station sent paid, collect, third number special billing or 0- calling card call.

10.7.3.1.4 Person Call – For each completed person to person call regardless of the billing used by the end user.

10.7.3.1.5 Connect to Directory Assistance – For each operator placed call to directory assistance.

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 requests information from the operator and no attempt is made to complete a call; and calls for quote service.

10.7.3.1.9 “Completed call” as used in this Section shall mean that the end user makes contact with the location, telephone number, person or extension designated by the end user.

10.7.3.2 Option B - Per Work Second and Computer Handled Calls

10.7.3.2.1 Operator Handled - SBCT will be charged per work second for all calls originating from its end users and facilities that are routed to Qwest's operator for handling. Work second charging begins when the Qwest operator position connects with SBCT's end user and terminates when the connection between the Qwest operator position and SBCT's end user is terminated.

10.7.3.2.2 Machine Handled - calls that are routed without operator intervention. Machine handled calls include, but are not limited to, credit card calls where the end user enters the calling card number,

calls originating from coin telephones where the computer requests deposit of coins, additional end user key actions, recording of end user voice, etc.

10.7.3.3 Call Branding Nonrecurring Charge. Qwest will charge to SBCT a nonrecurring setup and recording fee for establishing Call Branding and loading each switch with SBCT's branded message. SBCT must pay such nonrecurring charges prior to commencement of the service. The nonrecurring set-up and recording charge will apply each time SBCT's brand message is changed. The nonrecurring charge to load the switches with SBCT's branded message will be assessed each time there is any change to the switch.

10.7.4 Ordering Process

SBCT 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 SBCT's designated Qwest account manager.

10.7.5 Billing

10.7.5.1 Qwest will track usage and bill SBCT for the calls placed by SBCT's end users and facilities.

10.7.5.2 Qwest will compute SBCT's invoice based on both Option A (Price Per Message) and Option B (Price Per Work Second and Computer Handled Calls). Qwest will charge SBCT 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 SBCT of the methods of such estimate and cooperate in good faith with SBCT 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 Way¹

10.8.1 Description

10.8.1.1 Pole Attachments - Qwest will lease available pole attachment space to SBCT for the placing of SBCT's facilities for the purpose of transmitting Telecommunications Services, on the same basis that Qwest provides itself or its affiliates. Cable and traditional associated facilities (i.e., cable splice cases and

¹ This Pick and Choose language is from the Sprint Communications Company, L.P. Interconnection Agreement [Agreement No. CDS-010201-0015, Section No. (F)9], approved by the Oregon Public Utility Commission on February 21, 2001, and expires on June 30, 2003. In conjunction with SBCT's election to Pick and Choose this language, the appropriate expiration date, and the Access to Poles, Ducts, Conduits, and Rights of Way rates from the Sprint Agreement are also included in this Agreement.

cable terminals) are a permitted use. Antennas and associated wireless technology, and other non-traditional cable technologies, are permitted to the extent allowed by the National Electrical Safety Code, other applicable industry standards, general safety standards, and local ordinances. If Qwest rejects an application for an antenna or other wireless devices or other technologies, Qwest will identify the reason for rejecting said application.

- 10.8.1.2 Ducts and Conduits - Qwest will lease available underground ducts/conduits, for transmitting Telecommunications Services. A spare conduit will be leased for copper facilities only, and innerduct will be leased for the purpose of placing fiber cables.
- 10.8.1.3 Rights of Way (ROW) -- Qwest shall offer the use of such ROW it has obtained from a third party to SBCT, to the extent that Qwest's agreement with the third party explicitly permits Qwest to grant such rights to SBCT. Qwest will review each ROW requested by SBCT to determine rights to convey an interest in the ROW.
- 10.8.1.4 When SBCT makes inquiry for using Qwest conduits, Qwest will provide SBCT with a drawing identifying manholes and distances beginning and ending as close to the beginning and ending points as requested by SBCT, based on Qwest's available records.

10.8.2 Terms and Conditions

- 10.8.2.1 Subject to the provisions of this Agreement, Qwest agrees to issue to SBCT authorization for SBCT to attach, maintain, rearrange, transfer and remove at its sole expense its facilities on Poles, conduit or innerduct owned in whole or in part by Qwest. Any and all rights granted to SBCT shall be subject to and subordinate to any future local, state and/or federal requirements.
- 10.8.2.2 SBCT shall provide a map of the requested poles, conduit or innerduct route, including estimated distances between major points, the identification and location of the poles, conduit or innerduct and a description of SBCT's facilities.
- 10.8.2.3 Except as expressly provided herein, nothing herein shall be construed to compel Qwest to construct, install, modify or place any Poles or underground conduit structure or other facility for use by SBCT. 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.
- 10.8.2.4 If Qwest terminates a facility arrangement for cause, or if SBCT terminates a facility arrangement without cause, SBCT shall

pay termination charges equal to the amount of fees and charges remaining on the terminated agreement(s) and shall remove its facilities from the Poles, Innerduct, ROW, or other Qwest structure within sixty (60) calendar days, or cause Qwest to remove its facilities from the Poles, Innerduct, ROW, or other Qwest structure at SBCT's expense; provided, however, that SBCT shall be liable for and pay all fees and charges provided for in this Agreement to Qwest until SBCT's facilities are physically removed. "Cause" as used herein shall include but not be limited to SBCT's use of its facilities in violation of any law or in aid of any unlawful act or making an unauthorized modification to Qwest's Poles/Innerduct.

- 10.8.2.5 Qwest may abandon or sell any Poles/Innerduct at any time by giving written notice to SBCT. Upon determination by Qwest that it no longer needs Pole/Innerduct, or upon a sale of Poles/Innerduct to another party, and with the concurrence of the other joint user(s), if necessary, SBCT shall, within sixty (60) calendar days of such notice, either apply for usage with the new owner or purchase the Poles/Innerduct from Qwest, or remove its facilities therefrom. SBCT will be given the option to buy Poles/Innerduct that Qwest no longer intends to keep. Failure to remove its facilities within sixty (60) calendar days, or, in the alternative, to make other written arrangements with Qwest, and where applicable, the property owner, shall be deemed an election to purchase the Poles/Innerduct at the current market value. If there is a dispute over the fair market value, the dispute resolution process will apply.
- 10.8.2.6 Qwest retains the right to determine the availability of space on Poles, Conduits, Innerduct and ROW. In the event Qwest determines that rearrangement of the existing facilities on Poles, Conduits, Innerduct and ROW is required before SBCT's facilities can be accommodated, the cost of such modification will be included in SBCT's non-recurring charges for the associated agreement ("Make-ready fee"). Cost recovery shall follow the state prescribed methodology.
- 10.8.2.7 Qwest shall make manhole ingress and egress for Innerduct access available to SBCT. 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. The Qwest standard duct is four inches in diameter, and a four inch diameter core shall be used for entry in Qwest manholes.
- 10.8.2.8 Where such authority does not already exist, SBCT shall be responsible for obtaining the necessary legal authority to occupy Poles, Conduit and Innerduct on governmental, federal, Native American, and private rights of way. SBCT shall obtain any permits, licenses, bonds, or other necessary legal authority

and permission, at SBCT's sole expense, in order to perform its obligations under this Agreement. SBCT 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. SBCT shall comply with all conditions of rights-of-way and permits. Once such permission is obtained all such work will be performed by Qwest.

- 10.8.2.9 A POI manhole, placed near the Central Office manhole, will be used for SBCT to gain access to the Qwest Central Office. An entrance cable may be pulled through the Central Office manhole into the Qwest cable vault. Splicing will not be permitted in the Central Office manhole, but will be permitted in the POI manhole.
- 10.8.2.10 SBCT's facilities shall be placed and maintained in accordance with the requirements and specifications of the current applicable standards of Bellcore/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. Failure to maintain facilities in accordance with the above requirements shall be cause for termination of the agreement. Qwest's procedures governing its standard maintenance practices shall be made available upon request for public inspection at the appropriate Qwest premises. SBCT's standard maintenance practices for facilities shall be made available to Qwest upon request. SBCT shall in a timely manner comply with all requests from Qwest to bring its facilities into compliance with these terms and conditions.
- 10.8.2.11 If SBCT requests Qwest to replace or modify existing Poles, Conduit or Innerduct to increase its strength or capacity for the sole benefit of SBCT, SBCT shall pay Qwest the total replacement cost, Qwest's cost to transfer its attachments to new Poles, Conduit or Innerduct, as necessary, and the cost for removal (including destruction fees) of the replaced Poles, Conduit or Innerduct, if necessary. Ownership of new Poles, Conduit or Innerduct shall vest in Qwest. Upon request, Qwest may permit SBCT to install poles, conduit or innerduct. Qwest reserves the right to reject any non-conforming replacement pole, conduit or innerduct installed by SBCT. To the extent that a modification is incurred for the benefit of multiple parties, SBCT shall pay a proportionate share of the total cost 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, conduit or innerduct into compliance with applicable safety or

other requirements shall be deemed to be for the benefit of multiple parties and SBCT shall be responsible for its proportionate share of the modification cost.

- 10.8.2.12 Notification of modifications initiated solely by or on behalf of Qwest shall be provided to SBCT 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. Qwest shall bear the costs of such modification if SBCT provides Qwest with authorization to rearrange SBCT's facilities or cooperates in coordinating with Qwest the rearrangement of SBCT's facilities. The Parties will mutually agree to a date and time for the rearrangement, which may be longer than sixty (60) days for SBCT to complete its work. The Parties agree they will not withhold reasonable accommodations from each other. If SBCT fails to respond to Qwest's request for rearrangement of SBCT's facilities within sixty (60) days after receipt of written notice from Qwest requesting rearrangement, SBCT shall assume all liability for rearrangement of their facilities and Qwest shall not be responsible for reimbursing SBCT for the cost of the rearrangement. Nothing in this provision prohibits Qwest from making necessary rearrangements to comply with government obligations. SBCT will be obligated to reimburse Qwest for any additional cost Qwest incurs due to SBCT's failure to respond to Qwest's request for rearrangements.
- 10.8.2.13 Qwest shall notify the SBCT control center to advise of routine maintenance, and construction affecting poles, conduit or innerduct that may impact SBCT facilities. In emergency situations, Qwest shall notify the SBCT control center at the earliest practicable time of performing such work.
- 10.8.2.14 SBCT shall provide written notice to Qwest, in advance, of the date when SBCT will complete construction of its facilities. Qwest shall advise SBCT in writing of the date when Qwest will conduct its final construction inspection. If, during its final inspection, Qwest identifies non-complying conditions, Qwest will notify SBCT in writing.
- 10.8.2.15 Upon final construction and notification of non-complying conditions by Qwest, if any, SBCT will take action to correct such non-complying conditions within the period of time agreed to by Qwest and SBCT. SBCT agrees to use its best efforts to expeditiously complete the necessary corrections. If corrections are not completed within the specified period, occupancy authorizations for the poles, conduit or innerduct system where non-complying conditions remain uncorrected shall terminate forthwith, regardless of whether SBCT has energized the facilities occupying said poles, conduit or innerduct system and SBCT shall remove its facilities from said

Poles, Conduit or Innerduct in accordance with the provisions of this Section. No further occupancy authorization shall be issued to SBCT until such non-complying conditions are corrected or until SBCT's facilities are removed from the Poles, Conduit or Innerduct system where such non-complying conditions exist. If agreed in writing between both Parties, Qwest shall perform or have performed such corrections and SBCT shall pay Qwest the cost of performing such work. Subsequent inspections to determine if appropriate corrective actions have been taken may be made by Qwest.

- 10.8.2.16 Once SBCT's facilities begin occupying the Poles, Conduit or Innerduct system, Qwest may perform periodic inspections. Qwest shall bear the cost of such inspections unless the results of the inspection reveal any violation or hazard, or that SBCT has in any other way failed to comply with the provisions of this Agreement; in which case SBCT shall reimburse Qwest the costs of inspections and re-inspections, as required. If Qwest schedules any subsequent inspections or re-inspections to ensure SBCT's facilities are in compliance, Qwest will provide SBCT at least forty-eight (48) hours written notice so they may accompany Qwest on such inspections and re-inspections.
- 10.8.2.17 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 SBCT.
- 10.8.2.18 Final construction, subsequent, and periodic inspections or the failure to make such inspections, shall not impose any liability of any kind upon Qwest nor relieve SBCT of any responsibilities, obligations, or liability assigned under this Agreement.
- 10.8.2.19 Should Qwest, under the provisions of this Agreement, remove SBCT's facilities from the poles, conduit or innerduct, Qwest will deliver the facilities removed upon payment by SBCT of the cost of removal, storage and delivery, and all other amounts due Qwest. If SBCT removes facilities from poles, conduit or innerduct for other than repair or maintenance purposes, no replacement on the same poles, conduit or innerduct shall be made if there are any undisputed charges due Qwest for previous occupancy that have not been paid in full. SBCT shall advise Qwest in writing as to the date on which the removal of facilities from the poles, conduit or innerduct has been completed.
- 10.8.2.20 If any facilities are found attached to poles, conduit or innerduct for which no agreement is in effect, Qwest, without prejudice to its other rights or remedies under this Agreement, may assess a charge and SBCT agrees to pay a charge of \$200.00 per pole, \$200.00 per use of a conduit (a conduit may be an

isolated conduit or conduits between manholes or other structures), and \$200.00 per innerduct run (an innerduct run is the use of innerduct between two manholes), plus payment as specified in this Section. SBCT is required to submit in writing, within ten (10) days after receipt of written notification from Qwest of the unauthorized occupancy, a poles, conduit or innerduct application. If such application is not received by Qwest within the specified time period, SBCT will be required to remove its unauthorized facility within ten (10) days of the final date for submitting the required application, or Qwest may remove SBCT's facilities without liability, and the cost of such removal shall be borne by SBCT.

- 10.8.2.21 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. SBCT shall be subject to all liabilities of the Agreement in regard to said unauthorized occupancy from its inception.
- 10.8.2.22 Each Party shall provide the other Party access to its poles, ducts, ROW and conduits it controls on terms, conditions and prices comparable to those offered to any other entity pursuant to each party's applicable tariffs and/or standard agreements.
- 10.8.2.23 Any authorization to use or modify a pole line or conduit system or other pathways to allow access to and egress from the system shall not be unreasonably restricted, withheld, or delayed.
- 10.8.2.24 The Parties will take no action to intervene against, or attempt to delay, the granting of permits to the other for use of public ROW's or access with property owners. The Parties may assist each other with ROW acquisition, and will compensate each other for time and expenses associated with ROW acquisition.
- 10.8.2.25 Application Fees related to engineering surveys for potential ROW use shall be cost-based as defined by the FCC rules.
- 10.8.2.26 Qwest will allow SBCT's facilities to enter Qwest's manholes through conduit break-outs as specified by Qwest. Entrance to conduits or innerduct will only be permitted at manholes. Qwest will allow SBCT to make inspections of manholes to verify usage and space availability. The splicing of SBCT's facilities will be permitted in the Qwest manholes when such manholes are designed to accommodate splices.
- 10.8.2.27 Qwest will provide information on the location of, and the availability of pole attachment or innerduct occupancy, to SBCT when requesting such information, within 10 calendar days

after the request. The information Qwest provides to SBCT will be based on Qwest's records and not on field verification.

- 10.8.2.28 The Parties shall not attach, or knowingly permit other entities to attach facilities, on each other's existing facilities without the other's prior written consent.
- 10.8.2.29 Qwest shall make available to SBCT, by lease or license, an entire innerduct for that section of innerduct between manholes, as requested by SBCT.
- 10.8.2.30 The Parties shall provide a single point of contact to the other for negotiating structure leases and ROW agreements.
- 10.8.2.31 On any new build, relocation or modification in which SBCT participates, SBCT shall have the option to be present at the field survey and Qwest shall provide SBCT at least 24 hours notice prior to the start of such field survey. During the field survey, Qwest shall allow SBCT personnel to enter manholes and equipment spaces and view pole structures to inspect such structures in order to confirm usability or assess the condition of the structure.
- 10.8.2.32 At SBCT's request and SBCT's acceptance of a Qwest cost estimate, Qwest shall relocate and/or make ready existing ROW, conduit or pole attachments where necessary and feasible to provide space for SBCT's requirements. Subject to the requirements above, the Parties shall mutually agree upon the time frame for the completion of such work. If the Parties are unable to agree to a schedule, the Parties shall use the dispute resolution process under this Agreement.
- 10.8.2.33 SBCT may, at its option, make pole attachments using SBCT or SBCT designated Qwest approved contractors to attach its equipment to Qwest poles. The approval of any third party contractor shall not be unreasonably withheld.
- 10.8.2.34 Upon receipt of notification from Qwest of its intent to modify or alter any ROW, conduit or pole line which contains SBCT's facilities, SBCT will notify Qwest within twenty (20) calendar days that it intends to add to or modify its facilities in association with Qwest addition or modification. The Parties will coordinate their work efforts and time frames. SBCT shall bear its proportionate share of the costs incurred by Qwest in making such facilities accessible.
- 10.8.2.35 In the event of a relocation necessitated by a governmental entity exercising the power of eminent domain, when such relocation is not reimbursable, each Party shall bear its proportionate cost of relocating the ROW, conduits or poles. Qwest is responsible for the costs of moving the structure and

its facilities, while SBCT is responsible for the costs to move its facilities located on or in the structure. To the extent that SBCT has a separate permit for a ROW, SBCT will be responsible for obtaining a new permit. If SBCT elects to add new facilities during the relocation effort, SBCT shall pay the costs of any new SBCT facilities and the costs of installation of those facilities in the newly rebuilt Qwest ROW, conduits or poles.

10.8.3 Rate Elements

- 10.8.3.1 Inquiry Fee - A non-refundable charge used to recover the costs associated with performing an internal record review to determine if a requested route and/or facility is available for lease.
- 10.8.3.2 Field Verification Fee - (Request Phase) A non-refundable charge which recovers the cost for the field survey required for a site investigation and to determine scope of any required make-ready work.
- 10.8.3.3 Make-Ready Work- A non-refundable charge which recovers the cost of necessary work required to make the requested facility available for lease. For innerduct leases 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.
- 10.8.3.4 Pole Attachment Fee - An annual fee which is charged for the occupancy of space on a pole.
- 10.8.3.5 Innerduct Occupancy Fee - An annual fee which is charged for the occupancy of an innerduct on a per foot basis.

10.8.4 Ordering

The Ordering Process has three distinct steps:

- 10.8.4.1 Inquiry - Upon request for either Pole Attachment or Innerduct Occupancy, Qwest will provide SBCT with a document of *General Information, Terms and Conditions for Pole Attachment and Innerduct Occupancy Form* along with a description of the application process. SBCT will review the documents and provide Qwest with a diagram of the SBCT requested route, including the beginning and ending points. SBCT will include the appropriate Inquiry Fee with its inquiry.
- 10.8.4.2 Inquiry Review – Innerduct. Qwest will complete the database inquiry and prepare a duct structure diagram (referred to as a “Flatline”) which shows distances and access points (such as

manholes). Along with the Flatline will be estimated costs for field verification of available facilities. These materials will be provided to SBCT within ten (10) calendar days or within the time frames of the applicable federal or state law, rule or regulation. This time frame is applicable to the standard inquiry of thirty (30) Utility Holes sections or fewer. An Inquiry which exceeds the standard will have negotiated completion dates. The Innerduct Review quotation shall be valid for ninety (90) calendar days.

- 10.8.4.3 Request – Innerduct. SBCT will review the Inquiry results and determine whether to proceed with field verification. If desired, SBCT will sign and return Attachment 1 of the General Information document along with a check for the estimated verification costs. Upon payment of the estimated Field Verification Fee, Qwest will provide the requested information which may include the following as needed: a review of public and internal ROW records for restrictions and to identify to SBCT what additional ROW permission is required; a field survey and site investigation of the Innerduct, including the preparation of distances and drawings, to determine availability of existing Innerduct; identification of Make-ready costs required to provide Innerduct; the schedule in which the Make-ready work will be completed; and the annual recurring prices associated with the attachment of facilities. Such estimates shall be provided and shall be completed within thirty-five(35) calendar days for a standard inquiry of Thirty (30) Utility Hole sections or less, or as negotiated between Qwest and SBCT and identified in the Cost Quotation.
- 10.8.4.4 Agreement – Poles and Innerduct. Upon completion of the procedures described above, Qwest shall provide SBCT a statement of Make-ready costs and yearly lease rates. The review, signing and return of Attachment 2 of the General Information document, along with payment of the Make-ready and prorated lease charges for the current year, shall be accepted as an agreement for the attachment or occupancy. Upon receipt of the accepted agreement from SBCT and applicable payment for the Make-ready fees identified, Qwest will assign SBCT's requested space and complete the Make-ready work which may be required. Qwest will notify SBCT when Poles/Innerduct are ready for attachment of facilities. Upon request from SBCT, Qwest may negotiate to perform the work of attaching SBCT's facilities.
- 10.8.4.5 Make-ready Cost for Poles, Conduit or Innerduct - The estimated costs included in the REQUEST Quotation are used to cover the actual costs incurred by Qwest in determining if space is available to meet SBCT's request. Likewise, estimates of Make-ready in the agreement are used to cover actual costs. When Qwest becomes aware that the actual

costs of the requested work will exceed estimated costs by more than ten percent (10%), Qwest will notify SBCT. If the Parties disagree on how the cost overrun will be resolved, the Parties will invoke the Dispute Resolution process under this Agreement. If the actual costs are less than the estimate, an appropriate credit will be issued upon request. If Qwest denies the poles, conduit or innerduct request, Qwest shall do so in writing, specifying the reasons for denial along with all relevant evidence supporting denial pursuant to 47 USC Section 224(f)(2) and will also refund the difference between the costs incurred and those prepaid by SBCT, if any.

10.8.5 Billing

SBCT agrees to pay Qwest poles and innerduct fees as specified in Part H. Fees will be computed in compliance with applicable local, state and federal guidelines. Such fees will be assessed annually as of January 1 of each year. 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 SBCT, repairs shall be effectuated on a nondiscriminatory priority basis as established by local, state or federal requirements, or where such requirements do not exist, 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 affected Poles/Innerduct.

SECTION 11.0 - NETWORK SECURITY

11.1 Protection of Service and Property. Each Party shall exercise the same degree of care to prevent harm or damage to the other Party and any third parties, its employees, agents or end users, or their property as it employs to protect its own personnel, end users and property, etc.

11.2 Each Party is responsible to provide security and privacy of communications. This entails protecting the confidential nature of telecommunications transmissions between end users during technician work operations and at all times. Specifically, no employee, agent or representative shall monitor any circuits except as required to repair or provide service of any end user at any time. Nor shall an employee, agent or representative disclose the nature of overheard conversations, or who participated in such communications or even that such communication has taken place. Violation of such security may entail state and federal criminal penalties, as well as civil penalties. SBCT 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 SBCT 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 SBCT may use in the course of work operations. Qwest assumes no liability to SBCT, its agents, employees or representatives, if SBCT uses a Qwest ladder available in the Wire Center.

11.5 Each Party is responsible for the physical security of its employees, agents or representatives. Providing safety glasses, gloves, etc. must be done by the respective employing Party. Hazards handling and safety procedures relative to the telecommunications environment is the training responsibility of the employing Party. Proper use of tools, ladders, and test gear is the training responsibility of the employing Party.

11.6 In the event that one Party's employees, agents or representatives inadvertently damage or impair the equipment of the other Party, prompt notification will be given to the damaged Party by verbal notification between the Parties' technicians at the site or by telephone to each Party's 24 x 7 security numbers.

11.7 Each Party shall comply at all times with Qwest security and safety procedures and requirements.

11.8 Qwest will allow SBCT to inspect or observe spaces which house or contain SBCT equipment or equipment enclosures at any time and to furnish SBCT with all keys, entry codes, lock combinations, or other materials or information which may be needed to gain entry into any secured SBCT 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 SBCT equipment or equipment enclosures to its employees and representatives to emergency access only. SBCT 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 SBCT 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 SBCT will train its employees, agents and vendors on Qwest security policies and guidelines.

11.12 When working on Qwest ICDF Frames or in Qwest equipment line-ups, Qwest and SBCT employees, agents and vendors agree to adhere to Qwest quality and performance standards provided by Qwest and as specified in this Agreement.

11.13 SBCT shall report all material losses to Qwest Security. All security incidents are to be referred directly to local Qwest Security – 1-888-U S WEST-SECURE. In cases of emergency, SBCT shall call 911 and 1-888-U S WEST-SECURE.

11.14 SBCT employees, agents and vendors will display the identification/access card above the waist and visible at all times.

11.15 Qwest and SBCT 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 SBCT employees, agents and vendors will secure and lock all doors and gates.

11.17 SBCT 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 SBCT 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 SBCT to denial of unescorted access. Qwest shall provide written notice within five (5) calendar days of the hazardous SBCT work activity to SBCT prior to denial of access and such notice shall include: 1) identification of the hazardous work activity, 2) identification of the safety regulation violated, and 3) date and location of safety violation. SBCT will have five (5) calendar days to remedy any safety violation

for which it has received notice from Qwest. In the event SBCT fails to remedy any such safety violation of which it has received notice within such five (5) calendar days following receipt of such notice, SBCT shall be denied unescorted access to the affected premises. In the event SBCT disputes any action Qwest seeks to take or has taken pursuant to this provision, SBCT 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, SBCT's employees, agents or vendors may not make any modifications, alterations, additions or repairs to any space within the building or on the grounds.

11.23 Qwest employees may request SBCT'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 building, equipment or services within the facility until the situation is remedied. Qwest shall provide immediate notice of the non-compliant work activity to SBCT 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. Within five (5) calendar days after such notice Qwest shall provide SBCT written notification of remedy for such non-compliant work activity. If such non-compliant work activities pose an immediate threat to the safety of Qwest employees, interference with the performance of Qwest's service obligations, or pose an immediate threat to the physical integrity of Qwest's facilities, Qwest may perform such work and/or take action as is necessary to correct the condition at SBCT's expense. In the event SBCT disputes any action Qwest seeks to take or has taken pursuant to this provision, SBCT may pursue immediate resolution by expedited Dispute Resolution. If SBCT fails to correct any safety non-compliance 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 SBCT fails to take all appropriate steps to correct as soon as reasonably possible, Qwest may pursue immediate resolution by expedited Dispute Resolution.

11.24 Qwest is not liable for any damage, theft or personal injury resulting from SBCT's employees, agents or vendors parking in a Qwest parking area.

11.25 SBCT's employees, agents or vendors outside the designated SBCT access area, or without proper identification may be asked to vacate the premises and Qwest security will be notified. Continued violations may result in termination of access privileges. Qwest shall provide immediate notice of the security violation to SBCT 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. SBCT 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 SBCT disputes any action Qwest seeks to take or has taken pursuant to this provision, SBCT 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 SBCT will submit a Qwest Collocation Access Application form for individuals needing to access Qwest facilities. SBCT and Qwest will meet to review applications and security requirements.

11.28 SBCT's employees, agents and vendors will utilize only corridors, stairways and elevators that provide direct access to SBCT'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 SBCT will collect identification/access cards for any employees, agents or vendors no longer working on behalf of SBCT and forward them to Qwest Security. If cards or keys cannot be collected, SBCT will immediately notify Qwest at 800-210-8169.

11.30 SBCT will assist Qwest in validation and verification of identification of its employees, agents and vendors by providing a telephone contact available 7 days a week, 24 hours a day.

11.31 Qwest and SBCT 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 SBCT access. Normal business hours are 7:00 a.m. to 5:00 p.m.

11.32 SBCT will notify Qwest if SBCT 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 SBCT will supply to Qwest Security, and keep up to date, a list of its employees, agents and vendors who require access to SBCT'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 SBCT all present and future fraud prevention or revenue protection features. These features include, but are not limited to, screening codes, 900 and 976 numbers. Qwest shall additionally provide partitioned access to fraud prevention, detection and control functionality within pertinent Operations Support Systems, which include but are not limited to LIDB Fraud monitoring systems.

11.35 Law Enforcement Interface. Qwest provides emergency assistance to 911 centers and law enforcement agencies seven days a week/twenty-four hours a day. Assistance includes, but is not limited to, release of 911 trace and subscriber information; in-progress trace requests; establishing emergency trace equipment, release of information from an emergency trap/trace or *57 trace; requests for emergency subscriber information; assistance to law enforcement agencies in hostage/barricade situations, kidnappings, bomb threats, extortion/scams, runaways and life threats.

11.36 Qwest provides trap/trace, pen register and Title III assistance directly to law enforcement, if such assistance is directed by a court order. This service is provided during normal business hours, Monday through Friday. Exceptions are addressed in the above paragraph. The charges for these services will be billed directly to the law enforcement agency, without involvement of SBCT, 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. SBCT 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 SBCT 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. SBCT will provide Qwest with a 24 hour a day, 7 days a week contact for processing such requests, should they occur.

SECTION 12.0 - ACCESS TO OPERATIONAL SUPPORT SYSTEMS (OSS)

12.1 Description

12.1.1 Qwest has developed and shall continue to provide Operational Support Systems (OSS) interfaces based upon industry guidelines and using electronic gateways. These gateways act as a mediation or control point between SBCT's and Qwest's OSS. These gateways provide security for the interfaces, protecting the integrity of the Qwest OSS and databases. Qwest's OSS interfaces have been developed to support Pre-ordering, Ordering and Provisioning, Maintenance and Repair and Billing. This section describes the interfaces that Qwest has developed and shall provide to SBCT. Additional technical information and details shall be provided by Qwest in training sessions and documentation, such as the "Interconnect Mediated Access User's Guide." Qwest will continue to make improvements to the electronic interfaces as technology evolves, providing notification to SBCT consistent with the provisions of this Section.

12.1.2 Through its electronic gateways, Qwest shall provide SBCT non-discriminatory access to Qwest's OSS for Pre-ordering, Ordering and Provisioning, Maintenance and Repair, and Billing for resale and Unbundled Network Elements. For those functions with a retail analogue, such as pre-ordering and ordering and provisioning of resold services, Qwest shall provide SBCT 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 SBCT access to Qwest's OSS sufficient to allow an efficient competitor a meaningful opportunity to compete. Qwest shall deploy the necessary systems and personnel to provide sufficient access to each of the necessary OSS functions. Qwest shall provide assistance for SBCT to understand how to implement and use all of the available OSS functions. Qwest shall provide SBCT sufficient electronic and manual interfaces to allow SBCT equivalent access to all of the necessary OSS functions. Qwest shall disclose to SBCT any Local Service Ordering Requirements (based on the industry's LSOG) which would contain field level business rules and other formatting information (e.g. valid values) necessary to ensure that SBCT's requests and orders meet Qwest's LSR requirements and thus are processed efficiently. 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 Pre-ordering refers to the retrieval of information via a set of activities/functions required and necessary prior to placing a successful order. Qwest will provide real time access, in a non-discriminatory manner and in accordance with FCC requirements, to pre-order functions, in a format based upon industry guidelines to support SBCT's ordering of Resale services and UNEs. The Parties acknowledge that ordering requirements necessitate the use of pre-order information to accurately build service orders. The following list represents, but is not limited to, pre-order functions that must be made available to SBCT so that SBCT order requests may be created to comply with industry approved LSOG and Qwest ordering requirements:

- Features, services and Primary Interexchange Carrier (PIC) options for IntraLATA toll and InterLATA toll available at a valid service address;
- Access to customer service records (CSRs) for Qwest retail or resale end users.

- The information will include billing name, service address, billing address, service and feature subscription, directory listing information, and long distance carrier identity;
- Telephone number request and selection, maximum of nine (9) telephone numbers if available;
 - Reservation of appointments for service installations requiring the dispatch of a Qwest technician on a non-discriminatory basis;
 - Information regarding whether dispatch is required for service installation and available installation appointments;
 - Service address verification;
 - 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 shall apply only to SBCT orders for Unbundled Loops or Loop combinations.
 - A list of valid available CFAs for Unbundled Loops.
 - A list of 1-5 individual meet points or a range of meet points for shared Loops.

12.2.1.1 In addition to electronic interface access to pre-order information, Qwest will provide SBCT certain pre-order information available via Qwest's Website, to be updated periodically as needed. Specifically, the following database information may be electronically provided to support address verification, service and feature availability and PIC availability, respectively: Street Address Guide (SAG); Service and Feature Availability by NXX. The parties recognize such information must be used to construct order request only.

12.2.2 Local Service Request (LSR) Ordering Process

12.2.2.1 Qwest shall provide Local Service Ordering Requirements (based on the industry's LSOG) which would contain field level business rules to be submitted via electronic interface based upon industry guidelines for submission of LSRs, including both an Electronic Data Interchange (EDI) interface and a Graphical User Interface (GUI). Resold services shall be provided in accordance with Section 6 of this Agreement. In areas where Resale and UNE pre-order and ordering are not available via electronic interface based upon industry guidelines, Qwest and SBCT will mutually agree to alternative methods which provide the same information and functionality to SBCT in parity with Qwest's electronic interfaces used by other CLECs to perform these functions.

12.2.2.2 Qwest will provide SBCT with points of contact for technical support functions to assist SBCT in the use of the OSS functions available to SBCT. Qwest will provide SBCT with the information necessary to format and process their electronic requests so that these requests flow through the interfaces resulting in an accurate

service order and into Qwest's legacy systems as quickly and efficiently as possible. Such support will consist of appropriate documentation including:

- technical reference manuals and user guides;
- any necessary instructor or computer based OSS training;
- specifications enabling SBCT to modify or design its systems to communicate with Qwest's interfaces and OSS, including documentation for all application-to-application interfaces;
- information necessary for SBCT or third party vendor acting on SBCT's behalf as the Service Bureau Provider (i.e. Telcordia/ExchangeLink) to format and process its electronic requests so as to enhance complete flow-through of information, including syntactical requirements, business rules, ordering codes [including information concerning universal service ordering codes (USOCs) and field identifiers (FIDs) used by Qwest], and other information necessary to submit accurate and complete orders
- a change management process to outline procedures for making changes to OSS interfaces. Includes ability for SBCT to request a change to interface and that documentation will be updated to reflect such changes.

12.2.2.3 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 standards shall be specified in the EDI disclosure documents.

12.2.2.4 The GUI shall provide a single interface for Pre-Order and Order transactions from SBCT 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.

12.2.2.5 Reserved for Future Use

12.2.2.6 Dial-Up Capabilities

12.2.2.6.1 Reserved for Future Use

12.2.2.6.2 Reserved for Future Use

12.2.2.6.3 When SBCT requests from Qwest more than fifty (50) SecurIDs, SBCT shall use a T1 line instead of dial-up capabilities.

12.2.2.7 Access Service Request (ASR) Ordering Process

12.2.2.7.1 Qwest shall provide a computer-to-computer batch file interface for submission of ASRs based upon the OBF Access Service Order Guidelines (ASOG).

12.2.2.8 Facility Based EDI Listing Process

12.2.2.8.1 Qwest shall provide a Facility Based EDI Listing interface to enable SBCT listing data to be translated and passed into the Qwest listing database. This interface is based upon OBF LSOG and ANSI ASC X12 standards.

12.2.3 Maintenance and Repair

12.2.3.1 Qwest shall provide an electronic bonding interface and a GUI interface, based on industry guidelines, for reporting trouble and to facilitate the exchange of updated information and progress reports between Qwest and SBCT while the Trouble Report (TR) is open and a Qwest technician is working on the resolution.

12.2.4 Interface Availability

12.2.4.1 Qwest shall make the interfaces available during the hours listed in the Gateway Availability PIDs in Section 20.

12.2.4.2 Qwest shall notify SBCT regarding system downtime through mass email distribution and pop-up windows in the IMA GUI.

12.2.4.3 Reserved for Future Use

12.2.5 Billing

12.2.5.1 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.

12.2.5.2 For products billed out of the Qwest Customer Record Information System (CRIS), Qwest will utilize the existing EDI standard for the transmission of monthly local billing information. EDI is an established standard under the auspices of the ANSI/ASC X12 Committee. A proper subset of this specification has been adopted by the Telecommunications Industry Forum (TCIF) as the "811 Guidelines" specifically for the purposes of telecommunications billing.

12.2.6 Outputs

Output information will be provided to SBCT 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 SBCT 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

12.2.6.1 Bills

12.2.6.1.1 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 SBCT. These bills are segmented by state and bill cycle. The number of bills received by SBCT is dictated by the product ordered and the Qwest region in which SBCT is operating.

12.2.6.1.2 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.

12.2.6.2 Files and Reports

12.2.6.2.1 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 SBCT originated usage messages. It is provided in Alliance for Telecommunication Industry Solution (ATIS) standard (Electronic Message Interface) EMI format. This EMI format is outlined in the document SR-320; which can be obtained directly from ATIS. The Daily Usage Record File contains multi-state data for the Data Processing Center generating this information. Individual state identification information is contained with the message detail. Qwest will provide this data to SBCT with the same level of precision and accuracy it provides itself. This file will be provided for the following list of products:

- a) Resale; and
- b) Unbundled Switch Port.

12.2.6.2.2 The charge for this Daily Usage Record File is contained in Exhibit A of this Agreement.

12.2.6.2.3 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 SBCT 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.

12.2.6.2.4 Loss Report provides SBCT with a daily report that contains a list of accounts that have had lines and/or services disconnected. This may indicate that the end user has changed CLECs or removed services from an existing account. This report also details the order number, service name and address, and date this change was made. Individual reports will be provided for the following list of products:

- a) Interim Number Portability;
- b) Resale;
- c) Unbundled Loop; and
- d) Unbundled Line-side Switch Port.

12.2.6.2.5 A Service Order Completion (SOC) provides SBCT with a daily report. This SOC is used to advise SBCT that the order(s) for the service(s) requested is complete. It details the order number, service name and address and date this change was completed. Individual reports will be provided for the following list of products:

- a) Interim Number Portability;
- b) Resale;
- c) Unbundled Loop; and
- d) Unbundled Line-side Switch.

12.2.6.2.6 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 SBCT. Category 1101 series records are used to exchange detailed access usage information.

12.2.6.2.7 Category 1150 series records are used to exchange summarized Meet Point Billed access minutes-of-use.

The transmission method/media types available for these mechanized records are available the PCAT located at http://www.uswest.com/carrier/guides/resource_guides.html.

12.2.6.2.8 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, based on industry guidelines.
- 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.

12.2.7 Change Management

Qwest and SBCT shall participate in discussions of OSS development in the Qwest Co-Provider Industry Change Management Process (CICMP), as set forth in Exhibit G. The CICMP shall: (i)

provide a forum for SBCT and Qwest to discuss change requests (CR), release notifications (RN), systems release life cycles, and communications; (ii) provide a forum for CLECs as an industry to discuss and prioritize their CRs; (iii) develop a mechanism to track and monitor SBCT CRs and Qwest RNs; and (iv) establish communication intervals where appropriate in the process. After following the process set forth in Exhibit G, SBCT and Qwest may escalate issues pursuant to the CICMP escalation process set forth in Exhibit H. Escalations subject to the process of Exhibit H include issues related to the CICMP process itself, including the processes set forth in Exhibit G. Qwest will inform SBCT through the CICMP of all planned changes to Qwest software, local interconnection products, business processes and technical publications, including additions, deletions, or changes which affect any document or information SBCT receives from Qwest or any document or information Qwest sends SBCT to allow SBCT to transact business. Qwest will seek SBCT input on the planned changes and will report such consideration in a timely manner.

12.2.7.1 In the course of establishing operational ready system interfaces between Qwest and SBCT to support local service delivery, SBCT and Qwest may need to define and implement system interface specifications that are supplemental to existing standards. SBCT and Qwest will submit such specifications to the appropriate standards committee and will work towards their acceptance as standards.

12.2.7.2 Release updates will be based on regulatory obligations as dictated by the FCC or Commissions and, as time permits, the agreed upon changes requested by the CICMP. Qwest will provide to SBCT the features list for modifications to the interface. Specifications for interface modifications will be provided to SBCT a minimum of three(3) weeks prior to the release date in accordance with time frames established through CICMP.

12.2.8 SBCT Responsibilities for Implementation of OSS Interfaces

12.2.8.1 Before any SBCT implementation can begin, SBCT must completely and accurately answer the CLEC Questionnaire.

12.2.8.2 Once Qwest receives a complete and accurate New Customer Questionnaire, Qwest and SBCT will mutually agree upon time frames for implementation.

12.2.9 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.

12.2.9.1 Qwest will provide written notice to SBCT of the need to migrate to a new release six (6) months in advance for major changes (SBCT impacting) and three (3) weeks in advance for minor changes (not SBCT impacting).

12.2.9.2 Qwest will provide an EDI Implementation Coordinator to work with SBCT for business scenario re-certification, migration and data conversion strategy definition.

12.2.9.3 Re-certification is the process by which SBCT demonstrates the ability to generate correct transactions for the new release. Qwest will provide the suite of tests for re-certification to SBCT with the issuance of the disclosure document.

12.2.9.4 Reserved for Future Use

12.2.10 SBCT Responsibilities for On-going Support for OSS Interfaces

12.2.10.1 If using the GUI interface, SBCT must work with Qwest to train SBCT personnel on the GUI functions that SBCT will be using. Qwest and SBCT shall concur on which GUI functions should be included in SBCT's training. Qwest and SBCT shall make reasonable efforts to schedule training in a timely fashion.

12.2.10.2 An exchange protocol will be used to transport EDI formatted content. SBCT must perform certification testing of exchange protocol prior to using the EDI interface.

12.2.10.3 Qwest will provide SBCT with access to a stable testing environment 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 SBCT:

12.2.10.3.1 Connectivity Testing – SBCT and Qwest will conduct connectivity testing calls. This test will establish the ability of the trading partners to send and receive EDI data 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 SBCT has implemented environment changes when moving into production.

12.2.10.3.2 Stand-Alone Testing Environment – Qwest is developing a stand-alone testing environment to take pre-order and order requests, pass them to the stand-alone database, and return responses to SBCT during its development of EDI. The Stand-Alone Testing Environment provides SBCT the opportunity to validate its technical development efforts. This testing verifies SBCT's ability to send correctly formatted EDI transactions through the EDI/IMA system edits successfully. Stand Alone Testing uses test account data. All stand alone test orders are subjected to the same edits as production orders. This testing phase is optional.

12.2.10.3.3 Interoperability Testing – SBCT has the option of participating with Qwest in interoperability testing to provide SBCT with the opportunity to validate technical development efforts and to quantify processing results. Interoperability testing verifies SBCT's ability to send correct EDI transactions through the EDI/IMA system edits successfully. Interoperability testing requires the use of valid Qwest data. All interoperability orders are subjected to the same edits as production orders. This testing phase is optional when SBCT has conducted Stand-Alone Testing successfully.

12.2.10.3.4 Controlled Production – Qwest and SBCT will perform controlled production. The controlled production process is designed to validate the ability of SBCT 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 SBCT production requests to the Qwest production environment. Qwest treats these orders as production orders. Qwest

and SBCT 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.

12.2.10.3.5 If SBCT is using EDI, Qwest shall provide SBCT with a pre-allotted amount of time to complete certification of its business scenarios. It is the sole responsibility of SBCT to schedule an appointment with Qwest for certification of its business scenarios. SBCT must comply with the agreed upon dates and times scheduled for the certification of its business scenarios. If the certification of business scenarios is delayed due to SBCT, it is the sole responsibility of SBCT to schedule new appointments for certification of its business scenarios. Conflicts in the schedule could result in certification being delayed. If a delay is due to Qwest, Qwest will honor SBCT's schedule through the use of alternative hours.

12.2.10.4 If SBCT is using the EDI interface, SBCT must work with Qwest to certify the business scenarios that SBCT will be using in order to ensure successful transaction processing. Qwest and SBCT shall mutually agree to the business scenarios for which SBCT is required to be certified. Certification is granted only for a specific release of the EDI.

12.2.10.4.1 For a new software release or upgrade, Qwest will provide SBCT a testing environment that mirrors the production environment in order for SBCT to test the new release. For software releases and upgrades, Qwest has implemented the testing processes set forth in this Section.

12.2.10.4.2 For a new software release or upgrade, Qwest will provide SBCT the stand alone testing environment, as set forth in this Section, prior to implementing that release or upgrade in the production environment.

12.2.10.5 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 SBCT as the new release is implemented. The suite of re-certification test scenarios will be provided to SBCT with the disclosure document.

12.2.10.6 SBCT will contact the Qwest EDI Implementation Coordinator to initiate the migration process. SBCT must complete the re-certification and migration to the new EDI release within six (6) months of the deployment of the new release.

12.2.10.7 SBCT will be expected to execute the re-certification test cases in the interoperability test environment. SBCT will provide Purchase Order Numbers (PONs) of the successful test cases to Qwest.

12.2.10.8 Reserved for Future Use

12.2.10.9 In the event of electronic interface trouble, SBCT shall use its best efforts to isolate and resolve the trouble using the guidelines. If SBCT cannot resolve the problem, then SBCT should contact the CLEC Systems Help Desk. The CLEC Systems Help Desk is SBCT's Single Point of Contact for electronic interface trouble.

12.2.11 SBCT Support

12.2.11.1 In order for SBCT to maximize the capabilities of Qwest's OSS and minimize the possibility of compromising vital systems, Qwest shall provide assistance to SBCT for SBCT to understand how to implement and use all of the available OSS functions. Qwest shall disclose to SBCT any internal business rules and other formatting information necessary to ensure that SBCT's requests and orders are processed efficiently. This assistance will include training, documentation and CLEC Help Desk.

12.2.12 Compensation/Cost Recovery

12.2.12.1 On-going and one-time startup charges, as applicable, will be billed at rates set forth in Exhibit A.

12.3 Maintenance and Repair

12.3.1 Service Levels

12.3.1.1 Qwest will provide repair and maintenance for all services covered by this Agreement in a manner in substantially the same time and manner as that which Qwest provides for itself.

12.3.1.2 During the term of this Agreement, Qwest will provide necessary maintenance business process support to allow SBCT to provide similar service quality to that provided by Qwest to its end users.

12.3.1.3 Qwest will perform repair service that is substantially the same in timeliness and quality to that which it provides to its own end users.

12.3.2 Branding

12.3.2.1 Should Qwest need to use various forms for communication with SBCT end users (while out on premises dispatches on behalf of SBCT, for example), Qwest will use unbranded forms.

12.3.2.2 If required by SBCT, Qwest will use branded forms at SBCT's full expense, covering training costs, storage, printing, distribution and all other branding-related costs.

12.3.3 Service interruptions

12.3.3.1 The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not: 1) interfere with or impair service over any facilities of the other Party, its affiliated companies, or its connecting and concurring carriers involved in its services; 2) cause damage to the plant of the other Party, its affiliated companies, or its connecting concurring carriers involved in its services; 3) violate any applicable law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities; or 4) create hazards to the

employees of either Party or to the public. Each of these requirements is hereinafter referred to as an "Impairment of Service".

12.3.3.2 If it is confirmed that either Party is causing an Impairment of Service, as set forth in this Section, the Party whose network or service is being impaired (the "Impaired Party) shall promptly notify the Party causing the Impairment of Service (the "Impairing Party) of the nature and location of the problem. The Impaired Party shall advise the Impairing Party that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be required. The Impairing Party and the Impaired Party agree to work together to attempt to promptly resolve the Impairment of Service. If the Impairing Party is unable to promptly remedy the Impairment of Service, the Impaired Party may temporarily discontinue use of the affected circuit, facility or equipment.

12.3.3.3 To facilitate trouble reporting and to coordinate the repair of the service provided by each Party to the other under this Agreement, each Party shall designate a repair center for such service.

12.3.3.4 Each Party shall furnish a trouble reporting telephone number for the designated repair center. This number shall give access to the location where records are normally located and where current status reports on any trouble reports are readily available. If necessary, alternative out-of-hours procedures shall be established to ensure access to a location that is staffed and has the authority to initiate corrective action.

12.3.3.5 Before either Party reports a trouble condition, it shall use its best efforts to isolate the trouble to the other's facilities.

12.3.3.5.1 In cases where a trouble condition affects a significant portion of the other's service, the Parties shall assign the same priority provided to other interconnecting CLECs and itself.

12.3.3.5.2 The Parties shall cooperate in isolating trouble conditions.

12.3.4 Trouble Isolation

12.3.4.1 Pursuant to the applicable exchange and network service catalog, Qwest will bill appropriate Maintenance of Service Charges, set forth in Exhibit A, for dispatched work done by Qwest where the trouble is found to be on the end user's side of the NID or trouble is found to be in SBCT's portion of the network.

12.3.4.2 Maintenance of Service, set forth in Exhibit A, may be imposed by Qwest on SBCT for other internal repair work incurred on behalf of SBCT and later found to be in SBCT network components.

12.3.5 Inside Wire Maintenance

12.3.5.1 Except where specifically required by state or federal regulatory mandates, Qwest will not perform any maintenance of inside wire (premises wiring beyond the end user's demarcation point) for SBCT or its end users.

12.3.6 Testing/Test Requests/Coordinated Testing/UNEs

12.3.6.1 Qwest shall have no obligation to test an end user's line or circuit, but may in appropriate circumstances.

12.3.6.2 Prior to any test being conducted on a line, Qwest must receive a trouble report from SBCT.

12.3.6.3 Qwest end users are not given test results. On manually reported trouble, Qwest will not provide to SBCT the test results for its trouble reports. For electronically reported trouble, SBCT may be provided various basic test results.

12.3.6.4 Qwest's test systems do not support testing of Unbundled Network Elements. SBCT shall isolate the trouble condition on UNE end users to Qwest's portion of the end user's service before Qwest accepts a trouble report for that end user.

12.3.7 Work Center Interfaces

12.3.7.1 Qwest and SBCT 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 SBCT and Qwest will employ the following procedures for handling misdirected repair calls:

12.3.8.1.1 SBCT and Qwest will provide their respective end users with the correct telephone numbers to call for access to their respective repair bureaus.

12.3.8.1.2 End users of SBCT shall be instructed to report all cases of trouble to SBCT. End users of Qwest shall be instructed to report all cases of trouble to Qwest.

12.3.8.1.3 To the extent the correct provider can be determined, misdirected repair calls will be referred to the proper provider of Basic Exchange Telecommunications Service; however, nothing in this Agreement shall be deemed to prohibit Qwest or SBCT from discussing its products and services with SBCT's or Qwest's end users who call the other Party.

12.3.8.1.4 SBCT and Qwest will provide their respective repair contact numbers to one another on a reciprocal basis.

12.3.8.1.5 In responding to repair calls, neither Party shall make disparaging remarks about each other.

12.3.9 Major Outages/Restoral/Notification

12.3.9.1 Qwest will notify SBCT of major network outages as soon as is practical. This notification will be via e-mail to SBCT's identified contact. With the minor exception of certain proprietary information, Qwest will utilize the same thresholds and processes

for external notification as it does for internal purposes. This major outage information will be sent via e-mail on the same frequency schedule as is provided internally within Qwest. Service restoration will be non-discriminatory, and will be accomplished as quickly as possible according to Qwest and/or industry guidelines.

12.3.9.2 Qwest will meet with associated personnel from SBCT 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 quality to that which it provides to itself.

12.3.10.2 Qwest will work cooperatively with SBCT to develop industry-wide processes to provide as much notice as possible to SBCT of pending maintenance activity. Such process work will include establishment of reasonable thresholds and notification standards.

12.3.11 Hours of Coverage

12.3.11.1 Qwest's repair operation is seven days a week, 24 hours a day. Not all functions or locations are covered with scheduled employees on a 7X24 basis. Where such 7X24 coverage is not available, Qwest's repair operations center (always available 7X24) can call-out technicians or other personnel required for the situation.

12.3.12 Escalations

12.3.12.1 Qwest will provide trouble escalation procedures to SBCT. Such procedures will be based on the processes Qwest employs for its own end users. Qwest escalations are manual processes.

12.3.12.2 Qwest repair escalations begin with calls to the up-front trouble reporting centers.

12.3.13 Dispatch

12.3.13.1 Qwest will provide maintenance dispatch personnel on the same schedule as it provides for its own end users.

12.3.13.2 Upon the receipt of a trouble report from SBCT, Qwest will do all that is reasonable and practical, according to internal and industry guidelines, 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 SBCT require a dispatch when Qwest believes the dispatch is not necessary, appropriate charges will be billed by Qwest to SBCT for those dispatch-related costs in accordance with Exhibit A.

12.3.13.3 For POTS lines, Qwest will not request authorization from SBCT prior to dispatch. For lines supported by Qwest's designed services process, Qwest may accept SBCT authorization to dispatch. Qwest's operational processes are regularly reviewed and may be altered in the future. Should processes be changed, SBCT will be notified.

12.3.13.4 SBCT shall perform appropriate trouble isolation and screening prior to submitting a trouble report to Qwest.

12.3.14 Electronic Reporting

SBCT may submit Trouble Reports through the electronic bonding or GUI interfaces provided by Qwest.

12.3.15 Intervals/Parity

Similar trouble conditions, whether reported on behalf of Qwest end users or on behalf of SBCT end users, will receive similar commitment intervals.

12.3.16 Jeopardy Management

Notification to SBCT will be given on the same basis that a trouble report interval is likely to be missed.

12.3.17 Trouble Screening

12.3.17.1 SBCT shall screen and test its end user trouble reports completely enough to insure that it sends to Qwest only trouble reports that involve Qwest facilities.

12.3.17.2 Qwest will cooperate with SBCT to show SBCT how Qwest screens trouble conditions in its own centers, so that SBCT will employ similar techniques in its centers.

12.3.18 Maintenance Standards

12.3.18.1 Qwest will cooperate with SBCT to meet the maintenance standards outlined in this Agreement.

12.3.18.2 On manually reported trouble, Qwest will inform SBCT of repair completion as soon as is practical after its completion. On electronically reported trouble reports the electronic system will automatically update status information, including trouble completion, across the joint electronic gateway.

12.3.19 End User Interfaces

12.3.19.1 SBCT will be responsible for all interactions with its end users including service call handling and notifying its end users of trouble status and resolution.

12.3.19.2 All Qwest employees who perform repair service for SBCT end users will be trained in non-discriminatory behavior.

12.3.20 Repair Call Handling

12.3.20.1 Manually reported repair calls by SBCT to Qwest will be answered with substantially the same quality and speed as Qwest answers calls from its own end users.

12.3.21 Single Point of Contact

12.3.21.1 Qwest will provide a single point of contact for SBCT to report maintenance issues and trouble reports seven days a week, twenty-four hours a day. A single 7X24 trouble reporting telephone number will be provided to SBCT for each category of trouble situation being encountered.

12.3.22 Network Information

12.3.22.1 Qwest maintains an information database, available to SBCT for the purpose of allowing SBCT 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 SBCT via Qwest's Website.

12.3.22.3 CPNI information and NXX activity reports are also included in this database.

12.3.22.4 ICONN is updated every two (2) weeks.

12.3.23 Maintenance Windows

12.3.23.1 Generally, Qwest performs major switch maintenance activities off-hours, during certain "maintenance windows".

12.3.23.2 Generally, the maintenance window is between 10:00 p.m. through 6:00 am Monday through Friday, and Saturday 10:00 p.m. through Monday 6:00 am, Mountain Time.

12.3.23.3 Although Qwest normally does major switch maintenance during the above maintenance window, there will be occasions where this will not be possible.

12.3.23.4 Planned generic upgrades to Qwest switches are included in the ICONN database, available to SBCT via Qwest's Website.

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). The latest version of the Guidelines will be considered the current standard.

13.2 Central Office Code Administration has now 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 Central Office Code Administrator.

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 codes. Neither Party shall impose any fees or charges whatsoever 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 NXX codes assigned to it. Each Party is responsible for updating the LERG data for NXX codes assigned to its switches. Each Party shall use the LERG published by Bellcore or its successor for obtaining routing information and shall provide through an authorized LERG input agent, all required information regarding its network for maintaining the LERG in a timely manner.

13.5 Each Party shall be responsible for notifying its end users of any changes in numbering or dialing arrangements to include changes such as the introduction of new NPAs or new NXX codes.

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. SBCT 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 SBCT may elect to custom route its end user customers' calls differently than Qwest routes its end user's calls. Additional terms and conditions with respect to customized routing are described in Sections 9.12 of this Agreement. Customized Routing may be ordered as an application with Resale or Unbundled Local Switching.

SECTION 15.0 – QWEST DEX

15.1 Qwest and SBCT 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 SBCT and directory publishers, including Qwest Dex. Qwest acknowledges that SBCT may request Qwest to facilitate discussions between SBCT and Qwest Dex.

SECTION 16.0 - REFERRAL ANNOUNCEMENT

16.1 When an end user changes from Qwest to SBCT, or from SBCT to Qwest, and does not retain its original main/listed telephone number, the Party formerly providing service to the end user will provide a transfer of service announcement on the abandoned telephone number. Each Party will provide this referral service consistent with Tariff. This announcement will provide details on the new number that must be dialed to reach the end user

SECTION 17.0 - BONA FIDE REQUEST PROCESS

17.1 Any request for Interconnection or access to an Unbundled Network Element or ancillary service that is not already available as described in other sections of this Agreement, including but not limited to 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. SBCT 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 Processing Fee specified in Exhibit A of this Agreement. 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 SBCT will need to provide, the following information, and may also provide any additional information that may be reasonably necessary in describing and analyzing SBCT'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;

17.2.7 Intentionally Left Blank

17.2.8 Intentionally Left Blank

17.3 Within two (2) business days of its receipt, Qwest shall acknowledge receipt of the BFR and in such acknowledgment advise SBCT of missing information, if any, necessary to process the BFR. Thereafter, Qwest shall promptly advise SBCT 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 SBCT an analysis of the BFR. The 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 SBCT as soon as reasonably possible of that fact, and Qwest shall promptly, but in no case later than the twenty-one (21) 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 SBCT 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 SBCT that the BFR qualifies under the Act, Qwest shall provide to SBCT 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 SBCT 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 SBCT has agreed to minimum volume and term commitments under the preceding paragraph, SBCT 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 this Agreement.

17.11 All time intervals within which a response is required from one Party to another under this Section are maximum time intervals. Each Party agrees that it will provide all responses to the other Party as soon as the Party has the information and analysis required to respond, even if the time interval stated herein for a response is not over.

17.12 In the event SBCT has submitted a Request for an Interconnection, an 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 SBCT shall not be subject to the BFR process. To the extent Qwest has deployed or denied a substantially similar Interconnection, 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 SBCT 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 Subsections (a) through (f) 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 SBCT shall not exceed the BFR quoted price.

17.14 Upon request, Qwest shall provide SBCT with Qwest's supporting cost data and/or studies for the Interconnection, Unbundled Network Element or ancillary service that SBCT 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.

SECTION 18.0 - AUDIT PROCESS

18.1 For purposed 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 Unless otherwise agreed upon by the Parties, 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 Audits requested by each Party under this Agreement in any 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 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. 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, SBCT and Qwest will aggregate such competitors' data before release to the other Party, to insure the protection of the proprietary nature of information of other competitors. To the extent a competitor is an affiliate of the Party being audited (including itself and its subsidiaries), the Parties shall be allowed to examine such affiliates' disaggregated data, as required by reasonable needs of the Audit. 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.

SECTION 19.0 - CONSTRUCTION CHARGES

19.1 All rates, charges and initial service periods specified in this Agreement contemplate the provision of network Interconnection services and access to unbundled loops or ancillary services to the extent existing facilities are available. Except for modifications to existing facilities necessary to accommodate Interconnection and access to unbundled loops or ancillary services specifically provided for in this Agreement, Qwest will consider requests to build additional or further facilities for network Interconnection and access to unbundled loops or ancillary services, as described in the applicable section of this Agreement.

19.2 All necessary construction will be undertaken at the discretion of Qwest, consistent with budgetary responsibilities, consideration for the impact on the general body of end users and without discrimination among the various carriers.

19.3 A quote for SBCT's portion of a specific job will be provided to SBCT. The quote will be in writing and will be binding for ninety (90) business days after the issue date. When accepted, SBCT will be billed the quoted price and construction will commence after receipt of payment. If SBCT chooses not to have Qwest construct the facilities, Qwest reserves the right to bill SBCT for the expense incurred for producing the engineered job design

19.4 In the event a construction charge is applicable, SBCT's service Application Date will become the date upon which Qwest receives the required payment.

SECTION 20.0 - SERVICE PERFORMANCE

20.1 Qwest is currently developing performance measures in a process created by the Regional Oversight Committee (ROC) or other applicable state body. Qwest will amend this Agreement when that process is complete to incorporate all aspects of the applicable final decision pertaining to Service Performance.

SECTION 21.0 - NETWORK STANDARDS

21.1 The Parties recognize that Qwest services and network elements have been purchased and deployed, over time, to Telcordia and Qwest technical standards. Specification of standards is built into the Qwest purchasing process, whereby vendors incorporate such standards into the equipment Qwest purchases. Qwest supplements generally held industry standards with Qwest Technical Publications.

21.2 The Parties recognize that equipment vendors may manufacture telecommunications equipment that does not fully incorporate and may differ from industry standards at varying points in time (due to standards development processes and consensus) and either Party may have such equipment in place within its network. Except where otherwise explicitly stated within this Agreement, such equipment is acceptable to the Parties, provided said equipment does not pose a security, service or safety hazard to persons or property.

21.3 Generally accepted and developed industry standards which the Parties agree to support include, but are not limited to:

21.3.1 Switching

GR-954-CORE LIDB

GR-2863-CORE AIN

GR-1428-CORE Toll Free Service

GR-1432-CORE TCAP

GR-905-CORE ISUP

GR-1357-CORE Switched Fractional DS1

GR-1298-CORE AIN Switching System Generic Requirements

GR-1299-CORE AIN Service Control Point Adjunct Interface Generic Requirements

TR-NWT-001284 AIN 0.1 Switching System Generic Requirements

GR-905-CORE Common Channel Signaling Network Interface Specification

GR-1432-CORE CCS Network Interface Specification Bellcore 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

Bellcore FR-440

TR-NWT-000499 (TSGR) Transport Systems Generic Requirements

GR-820-CORE Generic Transmission Surveillance; DS1 and DS3 Performance

GR-253-CORE Synchronous Optical Network Systems (SONET)

TR-NWT-000507 Transmission

TR-NWT-000776 NID for ISDN Subscriber Access

TR-INS-000342 High Capacity Digital Special Access Service

ST-TEC-000051 & 52 Telecommunications Transmission

Engineering Handbooks Volumes 1 & 2

21.3.3 Loops

TR-NWT-000057 Functional Criteria for Digital Loop Carrier Systems Issue 2

TR-NWT-000393 Generic Requirements for ISDN Basic Access Digital Subscriber Lines

GR-253-CORE SONET Common Generic Criteria

TR-NWT-000303 Integrated Digital Loop Carrier System Generic Requirements

TR-TSY-000673 Operations Interface for an IDLC System

GR-303-CORE Issue 1 Integrated Digital Loop Carrier System Generic Requirements

TR-NWT-000393 Generic Requirements for ISDN Basic Access Digital Subscriber Lines

TR-TSY-000008 Digital Interface Between the SLC 96 Digital Loop Carrier System and a Local Digital Switch

TR-NWT-008 and 303

TA-TSY-000120 Subscriber Premises or Network Ground Wire

GR-49-CORE Generic Requirements for Outdoor Telephone Network Interface Requirements

TR-NWT-000239 Indoor Telephone Network Interfaces

TR-NWT-000937 Generic Requirements for Outdoor and Indoor Building

EntranceTR-NWT-000133 Generic Requirements for Network Inside Wiring

21.3.4 Local Number Portability

Number Portability Generic Switching and Signaling Requirements for Number Portability, Issue 1.00, February 12, 1996 (Editor – Lucent Technologies, Inc.);

Generic Requirements for SCP Application and GTT Function for Number Portability, Issue 0.95, Final Draft, September 4, 1996 (Editor – Ameritech Inc.);

Generic Operator Services Switching Requirements for Number Portability, Issue 1.00, Final Draft, April 12, 1996 (Editor – Nortel);

ATIS, TRQ No. 1, Technical Requirements for Number Portability Operator Services Switching Systems, April 1999;

ATIS, TRQ No. 2, Technical Requirements for Number Portability Switching Systems, April 1999;

ATIS, TRQ No. 3, Technical Requirements for Number Portability Database and Global Title Translation, April 1999;

FCC First Report and Order and Further Notice of Proposed Rulemaking; FCC 96-286; CC Docket 95-116, RM 8535; Released July 2, 1996;

FCC First Memorandum Opinion and Order on Reconsideration; FCC 97-74; CC Docket 95-116, RM 8535; Released March 11, 1997.

FCC Second Report and Order, FCC 97-298; CC Docket 95-116, RM 8535; Released August 18, 1997.

21.4 The Parties will cooperate in the development of national standards for Interconnection elements as the competitive environment evolves. Recognizing that there are no current national standards for Interconnection network elements, Qwest has developed its own standards for some network elements, including:

Qwest Interconnection – Unbundled Loop #77384

Expanded Interconnection and Collocation for Private Line Transport and Switched Access Services - #77386

Unbundled Dedicated Interoffice Transport - #77389

Competitive Local Exchange Carrier Installation/Removal Guidelines - #77390

21.5 Qwest Technical Publications have been developed to support service offerings, inform end users and suppliers, and promote engineering consistency and deployment of developing technologies. For a complete listing and to place orders for Qwest Technical Publications, contact:

Faison Office Products Company
3251 Revere St., Suite 200
Aurora, CO 80011
800-777-3672
Fax – 303-340-1805

SECTION 22.0 - SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives.

SBC Telecom, Inc.

Qwest Corporation

Signature

Signature

Name Printed/Typed

L. T. Christensen

Name Printed/Typed

Title

Director – Business Policy

Title

Date

Date

**Exhibit A
Oregon***

New		State Ordered Rates			Notes
			Recurring	Non- Recurring	
6.0 Resale			Wholesale Discount Percentage Recurring Charges	Wholesale Discount Percentage Nonrecurring Charges	
6.1 Wholesale Discount Rates					
6.1.1	Basic Exchange Residential Line Service		5.49%		5
6.1.2	Basic Exchange Business Line Service/PBX		11.43%		5
6.1.3	IntraLATA Toll		12.78%		5
6.1.4	Package/Special Services (e.g., Centrex, ISDN, DSS, Frame Relay Service, ACS)		10.80%		5
6.1.5	Listings, CO Features & Information Services		40.56%		5
6.1.6	Private Line		8.59%		5
6.2 Customer Transfer Charge (CTC)					
6.2.1	CTC for POTS Service				
	First Line (Mechanized)			\$14.56	1
	Each Additional Line (Mechanized)			\$6.57	1
	First Line (Manual)			\$27.52	1
	Each Additional Line (Manual)			\$7.12	1
6.2.2	CTC for Private Line Transport Services				1
	First Circuit			\$45.08	1
	Additional Circuit, per circuit, same CSR			\$31.19	1
6.2.3	CTC for Advanced Communications Services, per			\$50.48	1
7.0 Interconnection					
7.1 Entrance Facilities					
7.1.1	DS1		\$87.37	\$579.75	
7.1.2	DS3		\$363.42	\$579.75	
7.2 LIS EICT					
7.2.1	Per DS1		\$0.00	\$0.00	
7.2.2	Per DS3		\$0.00	\$0.00	
			Recurring Fixed	Recurring Per Mile	Nonrecurring
7.3 Direct Trunked Transport					
7.3.1	DS1 per Trunk, First Trunk				
	DS1 Over 0 to 8 Miles	\$37.94	\$0.49		
	DS1 Over 8 to 25 Miles	\$37.94	\$0.85		
	DS1 Over 25 to 50 Miles	\$37.94	\$1.16		
	DS1 Over 50 Miles	\$37.94	\$1.17		
7.3.2	DS3 per Trunk, First Trunk				
	DS3 Over 0 to 8 Miles	\$253.13	\$9.95		
	DS3 Over 8 to 25 Miles	\$253.13	\$10.19		
	DS3 Over 25 to 50 Miles	\$253.13	\$14.27		
	DS3 Over 50 Miles	\$253.13	\$21.11		
			Recurring	Nonrecurring	
7.4 Multiplexing					
7.4.1	DS3 to DS1		\$203.54	\$317.81	
7.4.2	DS1 to DS0		\$212.76	\$310.43	
7.5 Truck Nonrecurring Charges					
7.5.1	DS1 Interface, First Trunk			\$503.60	
7.5.2	DS1 Interface, Each Additional Trunk			\$48.00	
7.5.3	DS3 Interface, First Trunk			\$500.00	
7.5.4	DS3 Interface, Each Additional Trunk			\$44.50	
7.6 Exchange Service (EAS/Local) Traffic					

**Exhibit A
Oregon***

7.6.1	End office call termination, per minute of use		\$0.001330		
7.6.2	Tandem Switched Transport				
	Tandem Switching, per Minute of Use		\$0.001596		
		Recurring Fixed	Recurring Per Mile	Nonrecurring	
	Tandem Transmission, per Minute of Use				
	0 to 8 Miles	\$0.000372	\$0.000005		
	8 to 25 Miles	\$0.000372	\$0.000007		
	25 to 50 Miles	\$0.000372	\$0.000008		
	Over 50 Miles	\$0.000372	\$0.000012		
			Recurring	Nonrecurring	
	7.7 Local Traffic-FCC-ISP Rate Caps				
7.7.1	MOU for 6 mo. June 14-Dec. 13,2001		\$0.0015		13
7.7.2	MOU for 18 mo. Dec. 14,2001-June 13,2003		\$0.001		13
7.7.3	MOU for 36 mo. June 14, 2003-June 13, 2006		\$0.0007		13
	7.8 Miscellaneous Charges				
7.8.1	Cancellation Charge (LIS Trunks)	Qwest's Oregon Access Service Tariff			
7.8.2	Expedite Charge (LIS Trunks)	Qwest's Oregon Access Service Tariff			
7.8.3	Construction Charges		ICB	ICB	3
	7.9 Transit Traffic				
7.9.1	Local Transit	See Tandem Switching and Tandem Transmission Rates Above.			
	Local Transit Assumed Mileage	9	MILES		
7.9.2	IntraLATA Toll	Qwest's Oregon Access Service Tariff			
	IntraLATA Toll Assumed Mileage	9	MILES		
7.9.3	Jointly Provided Switched Access	Qwest's Oregon Access Service Tariff			
7.9.4	Category 11 Mechanized Record Charge, per Record		\$0.0025		1
	8.0 Collocation				
	8.1 All Collocation				
8.1.1	Quote Preparation Fee			\$1,500.00	1
8.1.2	Collocation Entrance Facility, per fiber pair				
	Manhole, per Month, per Manhole		\$27.61		
	Handhold, per Month, per Handhold		\$15.22		
	Conduit/Innerduct, Entrance Enclosures to the Company Cable Vault, per Foot		\$0.42		
	Core drill, per occurrence			\$363.13	
	Riser, vault to equipment, per foot		\$0.47		
	Fiber Optic cable, per 24., per foot		\$0.05		
	Fiber placement in conduit and riser, per foot			\$1.66	
	Copper 25 pair, per foot		\$0.012		
	Copper splicing, per splice			\$91.27	
	Copper placement conduit and riser, per foot			\$1.66	
	Coax placement, per foot		\$0.20		
8.1.3	Cable Splicing				
	Fiber - Per set-up			\$417.43	
	Per fiber spliced			\$17.40	
8.1.4	-48 Volt DC Power Usage, per Ampere, per Month		\$7.52		
8.1.5	-48 Volt DC Power Cable, per foot, Per A and B				
	20 Amp Feed		\$0.28	\$50.00	
	40 Amp Feed		\$0.38	\$68.81	
	60 Amp Feed		\$0.48	\$86.42	
	100 Amp Feed		\$0.32	\$139.21	1
	200 Amp Feed		\$0.50	\$218.06	1
	300 Amp Feed		\$0.69	\$301.16	1
	400 Amp Feed		\$0.89	\$389.47	1
8.1.6	AC Backup Power Feed				

**Exhibit A
Oregon***

	AC Power Feed – per Watt, per Month		\$0.06		
	AC Power Feed – per Foot, per Month				
	20 Amp, Single Phase, per Foot, per Month		\$0.02	\$10.22	1
	20 Amp, Three Phase, per Foot, per Month		\$0.03	\$11.58	1
	30 Amp, Single Phase, per Foot, per Month		\$0.02	\$10.66	1
	30 Amp, Three Phase, per Foot, per Month		\$0.03	\$12.94	1
	40 Amp, Single Phase, per Foot, per Month		\$0.03	\$11.73	1
	40 Amp, Three Phase, per Foot, per Month		\$0.03	\$14.43	1
	50 Amp, Single Phase, per Foot, per Month		\$0.03	\$13.08	1
	50 Amp, Three Phase, per Foot, per Month		\$0.04	\$16.44	1
	60 Amp, Single Phase, per Foot, per Month		\$0.03	\$14.18	1
	60 Amp, Three Phase, per Foot, per Month		\$0.04	\$18.23	1
	100 Amp, Single Phase, per Foot, per Month		\$0.04	\$16.48	1
	100 Amp, Three Phase, per Foot, per Month		\$0.05	\$23.17	1
8.1.7	Inspector Labor, per half hour				
	Regular Hours Rate			\$22.00	
	After Hours Rate, minimum 3 hours			\$37.41	
8.1.8	Channel Regeneration				
	DS1 Regeneration		\$218.83		1
	DS3 Regeneration		\$53.14		1
8.1.9	Collocation Terminations				
	Block Terminations				
	DS0		\$1.8815	\$750.12	1
	DS1		\$1.3187	\$576.09	1
	DS3		\$0.7409	\$323.34	1
	Per Termination				
	DS0		\$0.0139	\$5.55	1
	DS1		\$0.0301	\$13.13	1
	DS3		\$0.4560	\$198.97	1
	OCn Termination				
	OCn Terminations, Per 12 Fibers		Under Development	Under Development	
	Cable Racking for OCn Terminations, 1st 12 Fibers		Under Development	Under Development	
8.1.10	Security Charge				
	Per employee, per Card		\$6.20		1
	Central Office Security Infrastructure		ICB	ICB	3
8.1.11	Composite Clock / Central Office Synchronization				
	Synchronization – Composite Clock, per Port		\$8.94		1
8.1.12	Space Availability Charge			\$332.94	1
8.1.13	Collocation Space Reservation Fee			\$2,000.00	1
8.1.14	Collocation Space Option Administration Fee			Under Development	
8.1.15	Collocation Space Option Fee		\$2.00		10
8.2	Virtual Collocation				
8.2.1	Maintenance Labor, per half hour				
	Regular Hours Rate			\$20.48	
	After Hours Rate			\$31.33	
8.2.2	Training Labor, per half hour				
	Regular Hours Rate			\$23.98	
8.2.3	Equipment Bay -recurring, per shelf		\$5.61		

**Exhibit A
Oregon***

8.2.4	Engineering Labor, per half hour				
	Regular Hours Rate			\$25.79	
	After Hours Rate			\$39.30	
8.2.5	Installation Labor, per half hour				
	Regular Hours Rate			\$20.48	
	After Hours Rate			\$31.33	
8.2.6	Floor Space Lease, per square foot		\$6.33		1
8.3 Caged and Cageless Physical Collocation					
8.3.1	Space Construction		ICB	ICB	3
8.3.2	Site Preparation		ICB	ICB	3
8.3.3	Floor Space Lease, per square foot		\$6.33		1
8.3.4	Grounding				
	2/0 AWG - per foot	\$0.1715		\$6.2364	1
	1/0 AWG - per foot	\$0.2532		\$9.2075	1
	4/0 AWG - per foot	\$0.3010		\$10.9453	1
	350 kcmil - per foot	\$0.4636		\$16.8594	1
	500 kcmil - per foot	\$0.5407		\$19.6620	1
	750 kcmil - per foot	\$0.6710		\$24.3991	1
8.3.5	Humidification, per Leased Physical Space		\$56.45		
8.4 Adjacent Collocation					
				ICB	3
8.5 Remote Collocation					
8.5.1	Physical Remote Collocation				
	Space (per Standard Mounting Unit)	\$0.99		\$862.76	10
	FDI Terminations (per binder group)	\$0.58		\$555.53	10
	Power			See Collocation Rates	
8.5.2	Adjacent Remote Collocation			ICB	3
8.5.3	Virtual Remote Collocation				
	Space	\$0.99		\$862.76	10
	FDI Terminations (per binder group)	\$0.58		\$555.53	10
	Power			See Collocation Rates	
	Maintenance Labor (per 1/2 hour)			Under Development	
	Regular Hours Rate				
	After Hours Rate				
	Training Labor			Under Development	
	Regular Hours Rate				
	Engineering Labor (per 1/2 hour)			Under Development	
	Regular Hours Rate				
	After Hours Rate				
	Installation Labor (per 1/2 hour)			Under Development	
	Regular Hours Rate				
	After Hours Rate				
8.6 CLEC-to-CLEC					
8.6.1	CLEC-to-CLEC Quote Preparation Fee			Under Development	

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8.6.2	Flat Charge (Design Engineering & Installation - No Cables)			Under Development
8.6.3	Cable Racking (per Foot)			
	DS0		Under Development	
	DS1		Under Development	
	DS3		Under Development	
8.6.4	Virtual Connections (if applicable - Connections only; No Cables)			
	DS0 (Per 100 Connections)			Under Development
	DS1 (Per 28 Connections)			Under Development
	DS3 (Per 1 Connection)			Under Development
8.6.5	Cable Hole (if Applicable)			Under Development
8.6.6	CLEC to CLEC Cross - Connection			Under Development
9.0 Unbundled Network Elements (UNEs)				
9.1 Interconnection Tie Pairs (ITP) – Per Termination				
9.1.1	DS0 2-wire		\$0.92	
9.1.2	DS0 4-wire		\$2.63	
9.1.3	DS1 Per each Termination		\$2.63	
9.1.4	DS3 Per each Termination		\$6.83	
9.2 Unbundled Loops				
9.2.1	Analog Loops			
	2-Wire Voice Grade			See Installation options, Section 9.2.4
	Zone 1		\$13.95	
	Zone 2		\$25.20	
	Zone 3		\$56.21	
	4-Wire Voice Grade			See Installation options, Section 9.2.4
	Zone 1		\$27.90	
	Zone 2		\$50.40	
	Zone 3		\$112.42	
9.2.2	Non-loaded Loops			
	2-wire Non-loaded Loop			See Installation options, Section 9.2.4 and See also Section 9.2.2.3
	Zone 1		\$13.95	
	Zone 2		\$25.20	
	Zone 3		\$56.21	
	4-wire Non-loaded Loop			See Installation options, Section 9.2.4 and See also Section 9.2.2.3
	Zone 1		\$27.90	
	Zone 2		\$50.40	

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	Zone 3		\$112.42		
	Cable Unloading/Bridge Tap Removal			\$597.61	
9.2.3	Digital Capable Loops				
	Basic Rate ISDN / xDSL-I Capable / ADSL Compatible Loop			See Installation options, Section 9.2.4 and See also Section 9.2.2.3	
	Zone 1		\$13.95		
	Zone 2		\$25.20		
	Zone 3		\$56.21		
	DS1 Capable Loop		\$87.37	See Installation options, Section 9.2.5	1
	DS3 Capable Loop		\$363.42	See Installation options, Section 9.2.6	1
	OC - n Capable Loop			See Installation options, Section 9.2.7	
	OC - 3		\$889.94		1
	OC - 12		\$1,373.51		1
	OC - 48		\$3,644.93		1
	2-Wire Extension Technology		\$23.54		
9.2.4	Loop Installation Charges for 2 & 4 wire Analog / Non - Loaded, ISDN BRI Capable, xDSL - I Capable, and ADSL Compatible Loop where conditioning is not required.			See related monthly recurring Loop charges above.	
9.2.4.1	Basic Installation				
	First			\$117.49	
	Each Additional			\$64.63	
9.2.4.2	Basic Installation with Performance Testing				
	First			\$188.83	
	Each Additional			\$95.74	
9.2.4.3	Coordinated Installation with Cooperative Testing				
	First			\$241.02	
	Each Additional			\$147.94	
9.2.4.4	Coordinated Installation without Cooperative Testing				
	First			\$126.66	
	Each Additional			\$64.09	
9.2.4.5	Basic Install with Cooperative Testing				
	First			\$188.96	1
	Each Additional			\$135.58	1
9.2.4.6	Project Coordinated Installation (25 or more DS0 Unbundled Loops)				
	First			\$241.02	1
	Each Additional			\$147.94	1
9.2.5	DS1 Loop Installation Charges			See related monthly recurring Loop charges above.	
9.2.5.1	Basic Installation				
	First			\$579.75	

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	Each Additional			\$476.04	
9.2.5.2	Basic Installation with Performance Testing				
	First			\$579.75	
	Each Additional			\$476.04	
9.2.5.3	Coordinated Installation with Cooperative Testing				
	First			\$579.75	
	Each Additional			\$476.04	
9.2.5.4	Coordinated Installation without Cooperative Testing				
	First			\$579.75	
	Each Additional			\$476.04	
9.2.5.5	Basic Install with Cooperative Testing				
	First			\$305.65	1
	Each Additional			\$210.14	1
9.2.6.6	Project Coordinated Installation				
	First			\$579.75	1
	Each Additional			\$476.04	1
9.2.6	DS3 Loop Installation Charges		See related monthly recurring Loop charges above.		
9.2.6.1	Basic Installation				
	First			\$579.75	
	Each Additional			\$476.04	
9.2.6.2	Basic Installation with Performance Testing				
	First			\$579.75	
	Each Additional			\$476.04	
9.2.6.3	Coordinated Installation with Cooperative Testing				
	First			\$579.75	
	Each Additional			\$476.04	
9.2.6.4	Coordinated Installation without Cooperative Testing				
	First			\$579.75	
	Each Additional			\$476.04	
9.2.6.5	Basic Install with Cooperative Testing				
	First			\$305.65	1
	Each Additional			\$210.14	1
9.2.6.6	Project Coordinated Installation				
	First			\$579.75	1
	Each Additional			\$476.04	1
9.2.7	OC - 3, 12, 48 Loop Installation Charges		See related monthly recurring Loop charges above.		
9.2.7.1	Basic Installation				
	First			\$579.75	1
	Each Additional			\$476.04	1
9.2.7.2	Basic Installation with Performance Testing				
	First			\$579.75	1
	Each Additional			\$476.04	1
9.2.7.3	Coordinated Installation with Cooperative Testing				
	First			\$579.75	1

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	Each Additional			\$476.04	1
9.2.7.4	Coordinated Installation without Cooperative Testing				
	First			\$579.75	1
	Each Additional			\$476.04	1
9.2.7.5	Basic Install with Cooperative Testing				
	First			\$305.65	1
	Each Additional			\$210.14	1
9.2.7.6	Project Coordinated Installation				
	First			\$579.75	1
	Each Additional			\$476.04	1
9.3 Subloop					
9.3.1	2-Wire Analog and Non-Loaded Distribution Loop		\$11.20	\$126.92	1
	Each Additional 2-Wire Distribution Loop (applies to both analog and non-loaded)			\$58.01	1
9.3.2	Intra-Building Cable		\$1.13		1
	Intra-Building Cable No Dispatch First			\$56.28	1
	Intra-Building Cable No Dispatch Each Additional			\$23.48	1
	Intra-Building Cable Dispatch First			\$99.73	1
	Intra-Building Cable Dispatch Each Additional			\$33.17	1
9.3.3	DS1 Capable Feeder Loop		\$87.14	\$365.43	1
	Each Addition DS1 Capable Feeder Loop			\$295.61	1
9.3.4	MTE Terminal Subloop Access				
	Subloop MTE-POI Site Inventory (per request)			\$271.67	1
	MTE - POI Rearrangement of Facilities				
	MTE - POI Construction of New SPOI				
9.3.5	Trouble Isolation Charge			Qwest's PUC Oregon #29 Exchange and Network Services Tariff	
9.3.6	Feasibility Fee/Quote Preparation Fee			\$1,610.46	1
9.3.7	Construction Fee			ICB	3
9.4 Line Sharing					
9.4.1	Shared Loop, per Loop		\$5.00	\$71.80	2 & 1
9.4.2	OSS, per Order		Under Development		
9.4.3	Reclassification Charge			ICB	3
9.4.4	Splitter Shelf Charge		\$5.92	\$584.11	10
9.4.5	Splitter Options				
	Splitter in the Common Area - Data to 410 block		\$6.45	\$3,894.22	10
	Splitter in the Common Area - Data direct to CLEC		\$6.69	\$4,036.28	10
	Splitter on the IDF - Data to 410 block		\$2.14	\$1,292.66	10
	Splitter on the IDF - Data direct to CLEC		\$3.83	\$2,309.64	10
	Splitter on the MDF - Data to 410 block		\$2.19	\$1,322.85	10
	Splitter on the MDF - Data direct to CLEC		\$4.49	\$2,711.59	10
9.4.6	Engineering			\$1,328.07	10
9.5 Network Interface Device (NID)					
				\$61.33	4
		Recurring Fixed	Recurring Per Mile	Nonrecurring	
9.6 Unbundled Dedicated Interoffice Transport (UDIT)					

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9.6.1	DS0 UDIT			\$320.00	
	DS0 Over 0 to 8 Miles	\$19.74	\$0.09		
	DS0 Over 8 to 25 Miles	\$19.74	\$0.08		
	DS0 Over 25 to 50 Miles	\$19.74	\$0.11		
	DS0 Over 50 Miles	\$19.74	\$0.08		
9.6.2	DS1 UDIT			\$335.00	
	DS0 Over 0 to 8 Miles	\$37.94	\$0.49		
	DS0 Over 8 to 25 Miles	\$37.94	\$0.85		
	DS1 Over 25 to 50 Miles	\$37.94	\$1.16		
	DS1 Over 50 Miles	\$37.94	\$1.17		
9.6.3	DS3 UDIT			\$335.00	
	DS3 Over 0 to 8 Miles	\$253.13	\$9.95		
	DS3 Over 8 to 25 Miles	\$253.13	\$10.19		
	DS3 Over 25 to 50 Miles	\$253.13	\$14.27		
	DS3 Over 50 Miles	\$253.13	\$21.11		
9.6.4	OC-3 UDIT			\$331.92	1
	OC-3 Over 0 to 8 Miles	\$897.39	\$258.80		1
	OC-3 Over 8 to 25 Miles	\$904.91	\$73.27		1
	OC-3 Over 25 to 50 Miles	\$864.21	\$94.54		1
	OC-3 Over 50 Miles	\$896.48	\$58.82		1
9.6.5	OC-12 UDIT			\$331.92	1
	OC-12 Over 0 to 8 Miles	\$2,540.93	\$84.80		1
	OC-12 Over 8 to 25 Miles	\$2,540.93	\$90.11		1
	OC-12 Over 25 to 50 Miles	\$2,540.93	\$96.86		1
	OC-12 Over 50 Miles	\$2,540.93	\$115.61		1
9.6.6	OC-48 UDIT			\$331.92	1
	OC-48 Over 0 to 8 Miles	\$7,379.96	\$350.14		1
	OC-48 Over 8 to 25 Miles	\$7,379.96	\$376.18		1
	OC-48 Over 25 to 50 Miles	\$7,379.96	\$418.06		1
	OC-48 Over 50 Miles	\$7,379.96	\$517.34		1
			Recurring	Nonrecurring	
9.6.7	DS0 UDIT Low Side Channelization		\$13.82		1
	DS1/DS0 Low Side Channelization		\$7.98	Under Development	1
9.6.8	Multiplexing				
	DS3 to DS1		\$203.54	Under Development	
	DS1 to DS0		\$212.76	\$310.43	
9.6.9	Extended Unbundled Dedicated Interoffice Transport				
	DS1 E-UDIT		\$87.37	\$579.75	
	DS3 E-UDIT		\$363.42	\$579.75	
	OC-3 E-UDIT		\$941.61	\$1,076.65	1
	OC-12 E-UDIT		\$1,453.26	\$1,437.45	1
	OC-48 E-UDIT		\$3,856.56	Under Development	
9.6.10	UDIT Rearrangement				
	Single Office			\$233.03	10
	Dual Office			\$260.02	10
9.7 Unbundled Dark Fiber (UDF)					
9.7.1	Single Strand Increments		Under Development	Under Development	

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9.7.2	Initial Records Inquiry (IRI)				
	Simple			\$156.74	1
	Complex			\$199.86	1
9.7.3	Field Verification and Quote Preparation (FVQP)			\$1,459.64	1
9.7.4	Field Verification (Engineering Verification)			\$340.77	1
9.7.5	UDF-IOF Charges				
	Order Charge per 1st Pair or Strand /Route/Order			\$553.88	1
	Order Charge each. Addl. Pair or Strand/Same Route			\$277.12	1
	Termination, Fixed Per Pair / Office		\$8.51	\$273.67	4 & 8
	Fiber Transport, per Mile/Pair		\$68.38	\$424.72	4
	Fiber Cross-Connect Per Pair / Office		\$4.35	\$21.20	1
9.7.6	UDF-Loop Charges				
	Order Charge per 1st Pair or Strand /Route/Order			\$553.88	1
	Order Charge each. Addl. Pair or Strand/Same Route			\$277.12	1
	Termination, Fixed Per Pair / Office		\$7.12		1
	Termination, Fixed Per Pair /Prem		\$6.44		1
	Fiber Loop, per Route		\$135.42		1
	Fiber Cross-Connect Per Pair / Office		\$4.35	\$21.20	1
9.7.7	Extended Unbundled Dark Fiber (E-UDF)				
	Order Charge per 1st Pair or Strand /Route/Order			\$553.88	1
	Order Charge each. Addl. Pair or Strand/Same Route			\$277.12	1
	Termination, Fixed Per Pair/Office		\$7.12		1
	Termination Fixed Per Pair/Prem.		\$6.44		1
	Fiber Transport, per Route/Per Pair		\$135.42		1
	Fiber Cross-Connect Per Pair / Office		\$4.35	\$21.20	1
9.8 Shared Transport					
9.8.1	Per Minute of Use		\$0.001273		9
9.9 Unbundled Customer Controlled Rearrangement Element (UCCRE)					
9.9.1	DS1 Port		ICB	ICB	3
9.9.2	DS3 Port		ICB	ICB	3
9.9.3	Dial Up Access		ICB		3
9.9.4	Attendant Access		ICB		3
9.9.5	Virtual Ports			ICB	3
9.10 Local Tandem Switching					
9.10.1	DS1 Local Message Trunk Port - Per Order		\$78.24		
9.10.2	DS1 Trunk Group – First Trunk Per Order			\$278.91	1
9.10.3	DS1 Trunk Group – Each Additional - Per Order			\$8.64	1
9.10.4	Per Minute of Use		\$0.001596		
9.11 Local Switching					
9.11.1	Local Switching - TELRIC Based Rates				
	Analog Line Side Port, First Port		\$1.26	\$108.78	
	Each Additional Port (ordered concurrently with an unbundled loop)		\$1.26	\$58.54	
9.11.2	Vertical Features				
	Call Hold		\$0.05	\$12.50	
	Call Transfer		\$0.31	\$12.50	
	Three Way Calling		\$0.12	\$12.50	
	Call Pickup		\$0.06	\$12.50	
	Call Waiting/Cancel Call Waiting		\$0.11	\$12.50	
	Distinctive Ringing		\$0.08	\$12.50	
	Speed Call Long – Customer Change 8-Code Capacity OR 30- Code Capacity		\$0.06	\$12.50	
	Station Dial Conferencing (6-way)		\$1.05	\$12.50	1 and Ordered
	Call Forwarding Busy Line		\$0.25	\$12.50	
	Call Forwarding Don't Answer		\$0.18	\$12.50	
	Call Forwarding Busy Line - Don't Answer		\$0.35	\$12.50	
	Call Forwarding Variable		\$0.12	\$12.50	

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	Call Forwarding Variable Remote		\$0.11	\$12.50	1 and Ordered
	CLASS – Call Waiting ID		\$0.05	\$12.50	1 and Ordered
	CLASS – Calling Name & Number		\$0.25	\$12.50	
	CLASS – Calling Number Delivery		\$0.08	\$12.50	
	CLASS – Calling Number Delivery – Blocking		\$0.00	\$12.50	
	CLASS – Continuous Redial		\$0.99	\$12.50	
	CLASS – Last Call Return		\$0.24	\$12.50	
	CLASS – Priority Calling		\$0.74	\$12.50	
	CLASS – Selective Call Forwarding		\$0.62	\$12.50	
	CLASS – Selective Call Rejection		\$1.28	\$12.50	
	CLASS – Anonymous Call Rejection		\$0.39	\$12.50	1 and Ordered
	Call Park (Store & Retrieve)		\$0.13	\$12.50	1 and Ordered
	Call Trace		\$0.91	\$12.50	
	Message Waiting Indication A/V		\$0.07	\$12.50	1 and Ordered
	Hot Line		\$0.10	\$12.50	
	Warm Line		\$0.07	\$12.50	
	Hunting		\$0.05	\$12.50	
	9.11.3 Subsequent Order Charge			\$12.75	1
	9.11.4 Digital Line Side Port (Supporting BRI ISDN)				
	First Port		\$6.21	\$384.05	Ordered & 1
	Each Additional Port		\$6.21	\$384.05	Ordered & 1
	9.11.5 Digital Trunk Ports				
	DS1 Local Message Trunk Port			\$202.52	Ordered
	Message Trunk Group, First Trunk		\$72.39	\$215.05	1
	Message Trunk Group, Each Additional			\$21.11	1
	DS1 PRI ISDN Trunk Port		\$69.04	\$733.30	Ordered & 1
	9.11.6 DS0 Analog Trunk Port				
	Unbundled Analog DSO Trunk Port, First Port		\$18.38	\$116.15	1
	Unbundled Analog DSO Trunk Port, Each Add			\$32.27	1
	9.11.7 Local Usage, per Minute of Use		\$0.001330		
	9.12.1 Local Switching - Market Based Rates				
	Analog Line Side Port, First Port		\$6.71	Under Development	2
	Each Additional Port (ordered concurrently with an unbundled loop)		\$6.71	Under Development	2
	9.12.2 Vertical Features				
	Call Hold		3.55		11
	Call Transfer		\$4.64		11
	Three Way Calling		\$2.67		11
	Call Pickup		3.56		11
	Call Waiting/Cancel Call Waiting		\$2.74		11
	Distinctive Ringing		3.58		11
	Speed Call Long – Customer Change		\$3.56		11
	Station Dial Conferencing (6-way)		\$4.55		11
	Call Forwarding Busy Line		\$4.25		11
	Call Forwarding Don't Answer		\$3.48		11
	Call Forwarding Variable		\$3.62		11
	Call Forwarding Variable Remote		\$4.98		11
	CLASS – Call Waiting ID		\$3.55		11
	CLASS – Calling Name & Number		\$6.14		11
	CLASS – Calling Number Delivery		\$5.79		11
	CLASS – Calling Number Delivery –Blocking		\$3.50		11
	CLASS – Continuous Redial		\$2.70		11
	CLASS – Last Call Return		\$2.32		11
	CLASS – Priority Calling		\$2.70		11
	CLASS – Selective Call Forwarding		\$2.70		11
	CLASS – Selective Call Rejection		\$3.48		11
	CLASS – Anonymous Call Rejection		\$3.89		11
	Call Park (Store & Retrieve)		\$3.63		11
	Message Waiting Indication A/V		3.57		11

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9.12.3	Subsequent Order Charge			Under Development	
9.12.4	Digital Line Side Port (Supporting BRI ISDN)				
	First Port		Under Development	Under Development	
	Each Additional Port			Under Development	
9.12.5	Digital Trunk Ports				
	DS1 PRI ISDN Trunk Port		Under Development	Under Development	
9.12.6	Local Usage, per Minute of Use		\$0.007800		2
9.13 Customized Routing					
9.13.1	Development of Custom Line Class Code – Directory Assistance or Operator Services Routing Only			\$272.52	4
9.13.2	Installation Charge, per Switch – Directory Assistance or Operator Service Routing Only			\$536.90	4
9.13.3	All Other Custom Routing		ICB	ICB	3
9.14 Common Channel Signaling/SS7					
9.14.1	CCSAC STP Port		\$183.99	ICB	4 and 3
9.14.2	CCSAC Options Activation Charge				
	Basic Translations				
	First Point Code Activation, per order			\$96.41	4
	Each Additional Activation, per order			\$6.60	4
	CCSAC Options Database Translations				
	First Point Code Activation per order			\$109.59	4
	Each Additional Activation, per order			\$39.59	4
9.14.3	Signal Formulation, ISUP, Per Call Set-Up Request		\$0.000297		4
9.14.4	Signal Transport, ISUP, Per Call Set-Up Request		\$0.000125		4
9.14.5	Signal Transport, TCAP, per Data Request		\$0.000129		4
9.14.6	Signal Switching, ISUP, Per Call Set-Up Request		\$0.000206		4
9.14.7	Signal Switching, TCAP, Per Data Request		\$0.000253		4
9.15 Advanced Intelligent Network (AIN)					
9.15.1	AIN Customized Services (ACS)			ICB	3
9.15.2	AIN Platform Access (APA)		ICB	ICB	3
9.15.3	AIN Query Processing, per Query		ICB		3
9.16 Line Information Database (LIDB)					
9.16.1	LIDB Storage			No Charge	
9.16.2	Line Validation Administration System Access (LVAS)			ICB	3
	LIDB Line Record Initial Load				
	Up to 20,000 Line Records			\$2,601.00	1
	Over 20,000 Line Records			ICB	3
	Mechanized Service Account Update, per Addition or Update Processed			ICB	3
	Individual Line Record Audit			ICB	3
	Account Group Audit			ICB	3
	Expedited Request Charge for Manual			ICB	3
9.16.3	LIDB Query Service, per Query		\$0.003224		4
9.16.4	Fraud Alert Notification, per Alert		No Charge		
9.17 8XX Database Query Service					
9.17.1	Basic Query, per Query		\$0.001109		4

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9.17.2	POTS Translation		\$0.000064		4
9.17.3	Call Handling & Destination Feature		\$0.000052		4
9.18 ICNAM, Per Query			\$0.0016		2
9.19 Construction Charges			ICB	ICB	4
9.20 Miscellaneous Charges					
* Per 1/2 hour or fraction thereof					
*	Additional Engineering – Basic		\$31.68		1
*	Additional Engineering – Overtime		\$40.90		1
*	Additional Labor Installation – Overtime		\$9.01		1
*	Additional Labor Installation – Premium		\$18.02		1
*	Additional Labor Other – Basic		\$27.66		1
*	Additional Labor Other – Overtime		\$37.02		1
*	Additional Labor Other – Premium		\$46.38		1
*	Testing and Maintenance – Basic		\$29.37		1
*	Testing and Maintenance – Overtime		\$39.29		1
*	Testing and Maintenance – Premium		\$49.23		1
*	Maintenance of Service – Basic		\$27.66		1
*	Maintenance of Service – Overtime		\$37.02		1
*	Maintenance of Service – Premium		\$46.38		1
*	Additional COOP Acceptance Testing – Basic		\$29.37		1
*	Additional COOP Acceptance Testing – Overtime		\$39.29		1
*	Additional COOP Acceptance Testing – Premium		\$49.23		1
*	NonScheduled COOP Testing - Basic		\$29.37		1
*	NonScheduled COOP Testing – Overtime		\$39.29		1
*	NonScheduled COOP Testing – Premium		\$49.23		1
*	NonScheduled Manual Testing – Basic		\$29.37		1
*	NonScheduled Manual Testing – Overtime		\$39.29		1
*	NonScheduled Manual Testing – Premium		\$49.23		1
	Additional Dispatch		\$87.50		1
	Date Change		\$12.70		1
	Design Change		\$58.67		1
	Expedite Charge		ICB		3
	Cancellation Charge		ICB		3
9.21 Channel Regeneration			See Collocation		
9.23 UNE Combinations					
9.23.1	UNE - P Line Splitting				
	Basic Installation Charge for UNE-P Line Splitting		\$71.80		1
9.23.2	UNE-P Conversion Non-Recurring Charges				
	UNE-P POTS, CENTREX, Analog PBX Trunks				
	First		\$7.24		1
	Each Additional		\$1.36		1
	UNE-P Pal Manual				
	First		\$16.01		1
	Each Additional		\$2.66		1
	UNE-P PBX DID Trunks				
	First		\$20.35		1
	Each Additional		\$3.09		1
	UNE-P ISDN BRI				
	First		\$14.91		1
	Each Additional		\$3.09		1
	UNE-P ISDN PRI, DSS per DS1 Facility		\$50.35		1
	UNE-P ISDN PRI, DSS - per Trunk				
	First		\$18.54		1
	Each Additional		\$3.09		1
9.23.3	UNE-P New Connection Non-Recurring Charges				

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	DS0 Over 50 Miles	\$19.74	\$0.08		
	DS1			\$0.00	
	DS1 Over 0 to 8 Miles	\$37.94	\$0.49		
	DS1 Over 8 to 25 Miles	\$37.94	\$0.85		
	DS1 Over 25 to 50 Miles	\$37.94	\$1.16		
	DS1 Over 50 Miles	\$37.94	\$1.17		
	DS3			\$0.00	
	DS3 Over 0 to 8 Miles	\$253.13	\$9.95		
	DS3 Over 8 to 25 Miles	\$253.13	\$10.19		
	DS3 Over 25 to 50 Miles	\$253.13	\$14.27		
	DS3 Over 50 Miles	\$253.13	\$21.11		
	OC-3			\$0.00	
	OC-3 Over 0 to 8 Miles	\$897.39	\$258.80		1
	OC-3 Over 8 to 25 Miles	\$904.91	\$73.27		1
	OC-3 Over 25 to 50 Miles	\$864.21	\$94.54		1
	OC-3 Over 50 Miles	\$896.48	\$58.82		1
	OC-12			\$0.00	
	OC-12 Over 0 to 8 Miles	\$2,540.93	\$84.80		1
	OC-12 Over 8 to 25 Miles	\$2,540.93	\$90.11		1
	OC-12 Over 25 to 50 Miles	\$2,540.93	\$96.86		1
	OC-12 Over 50 Miles	\$2,540.93	\$115.61		1
	OC-48			\$0.00	
	OC-48 Over 0 to 8 Miles	\$7,379.96	\$350.14		1
	OC-48 Over 8 to 25 Miles	\$7,379.96	\$376.18		1
	OC-48 Over 25 to 50 Miles	\$7,379.96	\$418.06		1
	OC-48 Over 50 Miles	\$7,379.96	\$517.34		1
			Recurring	Nonrecurring	
9.23.8	Multiplexing				
	DS3 to DS1		\$203.54	\$317.81	
	DS1 to DS0		\$212.76	\$310.43	
	Loop MUX DS3 to DS1			\$195.11	1
	Loop MUX DS1 to DS0			\$195.11	1
9.23.9	DS0 Channel Performance				
	DS0 Low Side Channelization		\$13.82		1
	DS1/DS0 MUX, Low Side Channelization		\$7.89		1
9.23.10	DS0 Channel Cards				
	Code Select Ringdown		\$17.54	\$3.22	
	Manual Ringdown		\$20.59	\$3.22	
	Loop Start Signaling - Type LA		\$9.40	\$3.22	
	Loop Start Signaling - Type LB		\$6.53	\$3.22	
	Loop Start Signaling - Type LC		\$6.80	\$3.22	
	Loop Start Signaling - Type LO		\$4.48	\$3.22	
	Auto Ringdown		\$11.73	\$3.22	
	Loop Start Signaling - Type LS		\$10.65	\$3.22	
	No Signaling		\$6.93	\$3.22	
	E & M Signaling		\$16.03	\$3.22	
	Ground Start Signaling		\$13.30	\$3.22	
9.23.11	Concentration Capability		ICB		3
9.24	Unbundled Packet Switching				
9.24.1	Unbundled Packet Switch Customer Channel Without Subloop			\$59.09	1
	Unbundled Packet Switch Customer Channel with Subloop			\$124.97	1
	Unbundled Packet Switch Customer Channel with Shared Subloop			\$59.09	1
	DSLAM		\$21.11	Special Request	13
	Virtual Transport		\$3.56		1

**Exhibit A
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9.24.2	Unbundled Packet Switch Interface Port				
	DS1		\$144.89	\$223.56	1
	DS3		\$223.12	\$223.56	1
9.25 Loop Splitting					
9.25.1	Interconnection TIE Pairs (ITP)		\$0.92		
9.25.2	OSS Charges		Under Development		
9.25.3	Basic Installation Charge for Loop Splitting			\$71.80	1
9.25.4	Trouble Isolation Charge			Qwest's PUC Oregon #29 Exchange and Network Services Tariff	
9.25.5	Additional Testing			Under Development	
9.25.6	POTS Splitter Collocation			ICB	3
	Reclassification Charge				
	Splitter Shelf Charge		\$5.92	\$584.11	10
	Engineering			\$1,328.07	10
9.25.7	Splitter Options				
	Splitter in the Common Area - Data to 410 block		\$6.45	\$3,894.22	10
	Splitter in the Common Area - Data direct to CLEC		\$6.69	\$4,036.28	10
	Splitter on the IDF - Data to 410 block		\$2.14	\$1,292.66	10
	Splitter on the IDF - Data direct to CLEC		\$3.83	\$2,309.64	10
	Splitter on the MDF - Data to 410 block		\$2.19	\$1,322.85	10
	Splitter on the MDF - Data direct to CLEC		\$4.49	\$2,711.59	10
10.0 Ancillary Services					
10.1 Interim Number Portability					
			New York Method		
10.2 Local Number Portability					
10.2.1	LNP Queries		See FCC Tariff #1 Section 20.3.1 & 20.3.3		
10.2.2	LNP Managed Cuts				
	Standard Managed Cuts per person per 1/2 Hr.			\$27.38	10
	Overtime Managed Cuts per person per 1/2 Hr.			\$35.43	10
	Premium Managed Cuts per person per 1/2 Hr.			\$43.49	10
10.3 911/E911					
			No Charge		
10.4 White Pages Directory Listings, Facility Based Providers					
10.4.1	Primary Listing		No Charge		
10.4.2	Premium/Privacy Listings		General Exchange Tariff Rate, less wholesale discount		
10.5 Directory Assistance, Facility Based Providers					
10.5.1	Local Directory Assistance, Per Call		\$0.33		
10.5.2	National Directory Assistance, per Call		\$0.42		2
10.5.3	Call Branding, Set- Up and Recording			\$10,500.00	2
10.5.4	Loading Brand /Per Switch			\$175.00	2
10.5.5	Call Completion Link, per call		\$0.09		2
10.6 Directory Assistance List Information					
10.6.1	Initial Database Load, per Listing		\$0.025		2
10.6.2	Reload of Database, per Listing		\$0.020		2
10.6.3	Daily Updates, per Listing		\$0.050		
10.6.4	One-time Set-Up Fee		\$48.23		2

**Exhibit A
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10.6.5	Media Charges for File Delivery			
	Electronic Transmission		\$0.0020	2
	Tapes (charges only apply if this is selected as the normal delivery medium for daily updates) (per tape)		\$30.00	2
	Shipping Charges (for tape delivery)			ICB 3
10.7 Toll and Assistance Operator Services, Facility Based Providers,				
10.7.1	Option A – Per Message			
	Operator Handled Calling Card		\$0.24	
	Machine Handled Calling Card		\$0.60	2
	Station Call (including Connect to DA)		\$0.46	
	Person Call		\$2.07	
	Connect to Directory Assistance		\$0.75	2
	Busy Line Verify, per Call		\$0.67	
	Busy Line Interrupt		\$0.82	
	Operator Assistance, per Call		\$0.50	2
10.7.2	Option B – Per Operator Work Second and Computer Handled Calls			
	Operator Handled, per Operator Work Second		\$0.0280	2
	Machine Handled, per Call		\$0.25	2
	Call Branding, Set-Up & Recording			\$10,500 2
	Loading Brand/Per Switch			\$175.00 2
10.8 Access to Poles, Ducts, Conduits and Rights of Way				
	Inquiry Fee - Pole Line, per mile			\$317.40 14
	Inquiry Fee - Innerduct, per mile			\$381.53 14
	Field Verification Fee			ICB 14
	Make-Ready Work			ICB 14
	Pole Attachment Fee, per attachment, per foot, per year		\$4.36	14
	Innerduct Occupancy Fee, per foot, per year		\$0.44	14
12.0 Operational Support Systems				
12.1 Development and Enhancements, per Order				\$15.53 4
12.2 Ongoing Maintenance, per Order				\$2.55 4
12.3 Daily Usage Record File, per Record				\$0.0011 1
12.4 Trouble Isolation Charge				Qwest's PUC Oregon #29 Exchange and Network Services Tariff
17.0 Bona Fide Request Process				
17.1 Processing Fee				\$2,128.00 1

NOTES:

* Unless otherwise indicated, all rates are pursuant to rates approved by the Oregon PUC. The rates are contained in Oregon Tariff #26 (Interconnection and Unbundled Elements), Section 10 and Oregon Tariff #24 (Access Service),

- [1] TELRIC-based rates not contained in current or pending Oregon Tariffs.
- [2] Market-based rates not contained in current or pending Oregon Tariffs.
- [3] ICB, Individual Case Basis pricing.
- [4] Oregon Revised Tariff #26 (Interconnection and Unbundled Elements), Section 10. Pending. Proposed effective August 1, 2000.
- [5] Proposed Rates in Docket UM 962- Wholesale Discounts Applicable to Resale.
- [6] Rates per FCC Guidelines.
- [7] The incremental nonrecurring charge applies when ordered with an associated unbundled loop. If ordered subsequent to the installation of an unbundled loop, request will be handled as a disconnect/new install, and the nonrecurring charge for the unbundled loop will apply in addition.
- [8] The NRC for this element does not apply when ordered at the same time and on the same service order as a Dark Fiber NAC or Transport Facilities-Dark Fiber. Pending Tariff #26, Sheet 9.

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Oregon*

[9] This rate consists of TSLRIC plus ordered UM 844 mark-up.

[10] Regional TELRIC

[11] Vertical feature rates will be considered market based unless the feature is not currently activated in the switch. In the event that a vertical feature has not been activated in the switch, the rate will be ICB to account for the right to use fee.

[12] A special request is a request by the customer to perform something that is technically feasible but the process and pricing are not yet in place.

[13] Rates found in FCC Tariff #1

[14] "Pick and Choose" language and rates from the Sprint Communications Company, L.P. Agreement [Agreement No. CDS-010201-0015, Section (F)9], approved by the Oregon Public Utility Commission on February 21, 2001, and expires on June 30, 2003.

EXHIBIT B

RESERVED FOR FUTURE USE

**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), 2-Wire Analog Distribution Loop:

a)	1-8 lines	5 Business days
b)	9-16 lines	6 Business days
c)	17-24 lines	7 Business days
d)	25 or more	ICB

- (b) Established Service Intervals for 2/4 Wire Non-Loaded Loops, Basic Rate ISDN Capable Loops, and ADSL Compatible Loops that do not require conditioning:

a)	1-8 lines	5 Business days
b)	9-16 lines	6 Business days
c)	17-24 lines	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	5 Business days
b)	9-16 lines	6 Business days
c)	17-24 lines	7 Business days

- (d) Established Service Intervals for existing DS-1 Capable Loops, DS1 Capable Feeder Loop:

a)	1 – 24 lines	9 Business days
b)	25 or More	ICB

- (e) Established Service Intervals for existing DS3 Capable Loops:

a)	1-3 lines	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	3 Business days
d)	25 or More	ICB

- (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	15 Business days
b)	9 or more	ICB

EXHIBIT C
SERVICE INTERVAL TABLES*

- (h) Established Repair Intervals for Basic 2-wire Analog Loops, Line Sharing, Line Splitting, and Shared Distribution Loop:

24 Hours OSS
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:

4 Hours

- (j) Quick Loop

a)	1 to 8 Lines	Three (3) Business Days
b)	9 to 16 Lines	Three (3) Business Days
c)	17 to 24 Lines	Three (3) Business Days
d)	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
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- (l) Shared Distribution Loop

1 or more Lines	Five (5) Business Days
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**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	High Density: Five (5) Business Days	4 hrs. High Density
		Low Density: Six (6) Business Days	4 hrs. Low Density
	9 to 16	High Density: Six (6) Business Days	4 hrs. High Density
		Low Density: Seven (7) Business Days	4 hrs. Low Density
17 to 24	High Density: Seven (7) Business Days	4 hrs. High Density	
	Low Density: Eight (8) Business Days	4 hrs. Low Density	
	25 or more	ICB	ICB
DS1	1 to 8	High Density: Five (5) Business Days	4 hrs High Density
		Low Density: Eight (8) Business Days	4 hrs Low Density
	9 to 16	High Density: Six (6) Business Days	4 hrs High Density
		Low Density: Nine (9) Business Days	4 hrs Low Density
17 to 24	High Density: Seven (7) Business Days	4 hrs High Density	
	Low Density: Ten (10) Business Days	4 hrs Low Density	
	25 or more	ICB	4 hrs
DS3	1 to 3 Circuits	High Density: Seven (7) Business Days	4 hrs High Density
		Low Density: Nine (9) Business Days	4 hrs Low Density
	4 or more Circuits	ICB	4 hrs
OC3 and Higher	1 or more Circuits	ICB	4 hrs
UDIT AND EUDIT Facility	Single Band Width	UDIT Interval + 3 days	

**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	High Density: Five (5) Business Days Low Density: Six (6) Business Days	24 hrs. High Density 24 hrs. Low Density
	9 to 16	High Density: Six (6) Business Days Low Density: Seven (7) Business Days	24 hrs. High Density 24 hrs. Low Density
	17 to 24	High Density: Seven (7) Business Days Low Density: Eight (8) Business Days	24 hrs. High Density 24 hrs. Low Density
	25 or more	ICB	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
	20 to 39	Four (4) Business Days	24 hrs. OOS 48 hrs. AS
	40 or more	ICB	24 hrs. OOS 48 hrs. AS
Unbundled Switching – Line Side Analog New Line Class Code (LCC) ordered through customized routing		ICB	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 3 Lines	High Density: Seven (7) Business Days Low Density: ICB	24 hrs. High Density 24 hrs. Low Density
	4 or more	ICB	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 3 Lines	High Density: Seventeen (17) Business Days (includes 10 days for complex translations.) Low Density: ICB
	4 or more	ICB	24 hrs.
Unbundled Switching – BRI-ISDN Line-side Port. Non supported Line Class Code (LCC) ordered through Customized Routing		ICB	24 hrs.

**EXHIBIT C
SERVICE INTERVAL TABLES***

Unbundled Switching – DS1 Trunk Port	1 to 8 Ports	High Density: Five (5) Business Days Low Density: Six (6) Business Days	24 hrs. High Density 24 hrs. Low Density
	9 to 16 Ports	High Density: Six (6) Business Days Low Density: Seven (7) Business Days	24 hrs. High Density 24 hrs. Low Density
	17 to 24 Ports	High Density: Seven (7) Business Days Low Density: Eight (8) Business Days	24 hrs. High Density 24 hrs. Low Density
	25 or more Ports	ICB	24 hrs.
Unbundled Switching – Message Trunk Groups <ul style="list-style-type: none"> • Translation questionnaire required • Routing to trunks is ordered separately as Customized Routing • DS1 trunk port & UDIT in place. 	High Density	Seven (7) Business Days	24 hrs.
	1 to 24		
	25 to 48	Eight (8) Business Days	24 hrs.
	49 to 72	Ten (10) Business Days	24 hrs.
	73 to 96	Twelve (12) Business Days	24 hrs.
	97 to 120	Fourteen (14) Business Days	24 hrs.
	121 to 144	Fifteen (15) Business Days	24 hrs.
	145 to 168	Sixteen (16) Business Days	24 hrs.
	169 to 240	Eighteen (18) Business Days	24 hrs.
	241 or more	ICB	24 hrs.
	Low Density	Eighteen (18) Business Days	24 hrs.
	1 to 24		
	25 to 72	Nineteen (19) Business Days	24 hrs.
	73 to 120	Twenty (20) Business Days	24 hrs.
121 or more	ICB	24 hrs.	
Unbundled Switching – Two Way and DID Equivalent Group (add/change/increase) DS1 trunk port in place	1 to 8 Trunks	High Density: Five (5) Business Days Low Density: Six (6) Business Days	24 hrs. High Density 24 hrs. Low Density
	9 to 16 Trunks	High Density: Six (6) Business Days Low Density: Seven (7) Business Days	24 hrs. High Density 24 hrs. Low Density

**EXHIBIT C
SERVICE INTERVAL TABLES***

	17 to 24 Trunks	High Density: Seven (7) Business Days Low Density: Eight (8) Business Days	24 hrs. High Density 24 hrs. Low Density
	25 or more Trunks	ICB	24 hrs.
Unbundled Switching – PRI-ISDN Capable Trunk-Side DS1 Trunk port in place	1 to 8	High Density: Five (5) Business Days Low Density: Six (6) Business Days	4 hrs. High Density 4 hrs. Low Density
	9 to 16	High Density: Six (6) Business Days Low Density: Seven (7) Business Days	4 hrs. High Density 4 hrs. Low Density
	17 to 24	High Density: Seven (7) Business Days Low Density: Eight (8) Business Days	4 hrs. High Density 4 hrs. Low Density
	25 or more	ICB	4 hrs.
		<ul style="list-style-type: none"> • Design changes – 8 Business days • Non-design changes – 5 Business days • Service changes – 5 Business days 	New service request – 10 Business days
Unbundled Packet Switching			

**EXHIBIT C
SERVICE INTERVAL TABLES***

4.0 Unbundled Dark Fiber Interval Table:

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 (FVOP)			N/A	Twenty (20) Business Days	N/A
Provisioning (non- FVOP requests)			N/A	Twenty (20) Business Days	
OC3 and Higher			N/A	ICB	

**EXHIBIT C
SERVICE INTERVAL TABLES***

5.0 Unbundled Network Elements Platform (UNE-P) Service Interval Table:

Product	Services Ordered	Installation Commitments	Repair Commitments
UNE-P POTS 'New'-Soft Dial Tone (SDT) [Where available] Facility Check indicates "AVAILABLE (SDT)" and DISPATCH "NO"		Two (2) Business Days (regardless of the time of day the request is received)	24 hrs OOS 48 hrs AS
UNE-P POTS 'New'-Residence Flow Through, Fully Electronic (N, T Orders) Facility Check indicates "AVAILABLE" and DISPATCH "NO"	1 to 39 Lines	Three (3) Business Days	24 hrs OOS 48 hrs AS
	40 or more Lines	ICB	24 hrs OOS 48 hrs AS
UNE-P POTS 'New'-Business Flow Through, Fully Electronic (N, T Orders) Facility Check indicates "AVAILABLE" and DISPATCH "NO"	1 to 19 Lines	Three (3) Business Days	24 hrs OOS 48 hrs AS
	20-39 Lines	Four (4) Business Days or next available due date thereafter as indicated by Appointment Scheduler.	24 hrs OOS 48 hrs AS
	40 or more Lines	ICB	24 hrs OOS 48 hrs AS
UNE-P POTS 'New'-Residence Simple CO Features, or Number Changes without inward line activity, or Hunting changes without inward line activity	1 to 39 Lines	Three (3) Business Days	24 hrs OOS 48 hrs AS
	40 or more Lines	ICB	24 hrs OOS 48 hrs AS
UNE-P POTS 'New'-Business Simple CO Features, or Number Changes without inward line activity, or Hunting changes without inward line activity	1 to 19 Lines	Three (3) Business Days	24 hrs OOS 48 hrs AS
	20-39 Lines	Four (4) Business Days	24 hrs OOS 48 hrs AS
	40 or more Lines	ICB	24 hrs OOS 48 hrs AS
UNE-P POTS 'New'-Suspend/Restore	Customers with service placed on "vacation"	Next Business Day	24 hrs OOS 48 hrs AS
	Treatment for Non-payment issues	Same Business Day as payment receipt validated	24 hrs OOS 48 hrs AS
UNE-P POTS 'New'-Residence New Installs, Address Changes, Changes with inward line activity Facility Check indicates "AVAILABLE DISP. REQ" and DISPATCH "YES"	1 to 39 Lines	Next available due date as indicated by Appointment Scheduler Note: Appointment Scheduler minimum default interval is 3 (Three) Business Days.	24 hrs OOS 48 hrs AS
	40 or more Lines	ICB	24 hrs OOS 48 hrs AS

**EXHIBIT C
SERVICE INTERVAL TABLES***

UNE-P POTS 'New'-Business New Installs, Address Changes, Changes with inward line activity Facility Check indicates "AVAILABLE DISP. REQ" and DISPATCH "YES"	1 to 19 Lines	Next available due date as indicated by Appointment Scheduler Note: Appointment Scheduler minimum default interval is 3 (Three) Business Days.	24 hrs OOS 48 hrs AS
	20-39 Lines	Four (4) Business Days or next available due date thereafter as indicated by Appointment Scheduler.	24 hrs OOS 48 hrs AS
	40 or more Lines	ICB	24 hrs OOS 48 hrs AS
UNE-P POTS 'New'- ▪ Directory Listings Changes (R Orders) ▪ Voice Mail	1-10 Listings	Two (2) Business Days	
	11 to 20 Listings	Five (5) Business Days	
	21-50 Listings	Ten (10) Business Days	
	51-100 Listings	Thirty (30) Business Days	
	Over 100 Listings	Sixty (60) Business Days	
	Add Voice Mail to POTS line	Three (3) Business Days	
Conversions to UNE-P POTS- POTS Residence to UNE-P - Conversion as Specified - Simple CO Features	1 to 39 Lines	Three (3) Business days	24 hrs OOS 48 hrs AS
	40 or more lines	ICB	24 hrs OOS 48 hrs AS
Conversions to UNE-P POTS- UNE-P to UNE-P POTS Residence - Conversion as Is	1 to 39 Lines	Same Business Day if received before 12:00 p.m., or, Next Business Day if received later than 12:00 p.m.	24 hrs OOS 48 hrs AS
	40 or more Lines	ICB	24 hrs OOS 48 hrs AS
Conversions to UNE-P POTS- POTS Business to UNE-P - Conversion As Specified - Simple CO Features	1 to 19 Lines	Three (3) Business days	24 hrs OOS 48 hrs AS
	20 to 39 Lines	Four (4) Business Days	24 hrs OOS 48 hrs AS
	40 or more Line	ICB	24 hrs OOS 48 hrs AS
Conversions to UNE-P POTS- UNE-P to UNE-P POTS Business - Conversion As Is	1 to 39 Lines	Same Business Day if received before 12:00 p.m., or, Next Business Day if received later than 12:00 p.m.	24 hrs OOS 48 hrs AS
	40 or more Lines	ICB	24 hrs OOS 48 hrs AS
UNE-P Line Splitting – UNE-P POTS to UNE-P POTS with Line Splitting - Conversion As Specified	1 to 8 Lines	High Density: Five (5) Business Days Low Density: Six (6) Business Days	24 hrs OOS 48 hrs AS

**EXHIBIT C
SERVICE INTERVAL TABLES***

	9 to 16 Lines	High Density: Six (6) Business days Low Density: (9) Business Days	24 hrs OOS 48 hrs AS
	17 to 24 Lines	High Density: (7) Business Days	24 hrs OOS 48 hrs AS
	25-39 Lines	ICB	24 hrs OOS 48 hrs AS
	40 or more Lines or if Conditioning is required	ICB High Density: Five (5) Business Days	24 hrs OOS 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	1 to 8 Lines	High Density: Six (5) Business days Low Density: Six (6) Business Days	24 hrs OOS 48 hrs AS
	9 to 16 Lines	High Density: Six (6) Business days Low Density: Nine (9) Business Days	24 hrs OOS 48 hrs AS
	17 to 24 Lines	High Density: Seven (7) Business Days Low Density: Ten (10) Business Days	24 hrs OOS 48 hrs AS
	25-39 Lines	ICB	24 hrs OOS 48 hrs AS
	40 or more Lines	ICB	24 hrs OOS 48 hrs AS
UNE-P PBX 'New'-	1 to 8 Trunks	Five (5) Business Days	4 hrs
	9 to 16 Trunks	Six (6) Business Days	4 hrs
	17 to 24 Trunks	Seven (7) Business Days	4 hrs
	25 or more Trunks	ICB	4 hrs
Conversions to UNE-P PBX – Conversion As Specified or Conversion As Is	1 to 8 Trunks	Five (5) Business Days	4 hrs
	9 to 16 Trunks	Six (6) Business Days	4 hrs
	17 to 24 Trunks	Seven (7) Business Days	4 hrs
	25 or more Trunks	ICB	4 hrs
UNE-P DSS 'New'- T1 Facility	1 to 3	Nine (9) Business Days	4 hrs
	4 or more	ICB	4 hrs
UNE-P DSS 'New'- Trunks	1 to 3 Lines	Twelve (12) Business Days	4 hrs
	4 to 6 Lines	Sixteen (16) Business Days	4 hrs
	7 to 9 Lines	Twenty (20) Business Days	4 hrs

**EXHIBIT C
SERVICE INTERVAL TABLES***

	10 to 12 Lines	Twenty four (24) Business Days	4 hrs
	13 or more Lines	ICB	4 hrs
Conversions to UNE-P DSS-T1 Facility	1 to 3	Nine (9) Business Days	4 hrs
	4 or more	ICB	4 hrs
Conversions to UNE-P DSS-Trunks	4 to 6 Lines	Sixteen (16) Business Days	4 hrs
	7 to 9 Lines	Twenty (20) Business Days	4 hrs
	10 to 12 Lines	Twenty four (24) Business Days	4 hrs
	13 or more Lines	ICB	4 hrs
UNE-P ISDN BRI 'New'- New Installs, Address Changes, Change to add Loop (N2Q)	1 to 10 Lines	Thirteen (13) Business Days	24 hrs
	11 or more Lines	ICB	24 hrs
UNE-P ISDN BRI 'New'- Add or Change Feature(s), Add Primary Directory Number (PDN) to established Loop (N2Q), Add Call Appearance	1 to 10 Lines	Three (3) Business Days	24 hrs
	11 or more Lines	ICB	24 hrs
Conversion to UNE-P ISDN BRI- Conversion As Is	1 to 10 Lines	Three (3) Business Days	24 hrs
	11 or more Lines	ICB	24 hrs
Conversion to UNE-P ISDN BRI- Conversion As Specified	1 to 10 Lines	Three (3) Business Days if a Loop is not involved (or) Thirteen (13) Business Days if a Loop is added or changed	24 hrs
	11 or more Lines	ICB	24 hrs
UNE-P ISDN PRI 'New'- T1 Facility	1 to 3	Nine (9) Business Days	4 hrs
	4 or more	ICB	4 hrs
UNE-P ISDN PRI 'New'- Trunks	1 to 3 Lines	Twelve (12) Business Days	4 hrs
	4 to 6 Lines	Sixteen (16) Business Days	4 hrs
	7 to 9 Lines	Twenty (20) Business Days	4 hrs
	10 to 12 Lines	Twenty four (24) Business Days	4 hrs
	13 or more Lines	ICB	4 hrs
Conversion to UNE-P ISDN PRI- T1 Facility	1 to 3	Nine (9) Business Days	4 hrs
	4 or more	ICB	4 hrs
Conversion to UNE-P ISDN PRI- Trunks	1 to 3 Lines	Twelve (12) Business Days	4 hrs
	4 to 6 Lines	Sixteen (16) Business Days	4 hrs
	7 to 9 Lines	Twenty (20) Business Days	4 hrs

**EXHIBIT C
SERVICE INTERVAL TABLES***

	10 to 12 Lines	Twenty four (24) Business Days	4 hrs
	13 or more Lines	ICB	4 hrs
UNE-P Centrex 21 - Non Designed- Conversions as Specified	1 to 10 Lines	Five (5) Business Days	24 hrs OOS 48 hrs AS
	11 or more Lines	ICB	24 hrs OOS 48 hrs AS
UNE-P Centrex 21 - Non Designed- New Installations	1 to 10 Lines [Facility check indicates "Available Dispatch Required" and Dispatch "Yes".]	Five (5) Business Days or Next available due date thereafter as indicated by Appointment Scheduler.	24 hrs OOS 48 hrs AS
	11 or more Lines	ICB	24 hrs OOS 48 hrs AS
UNE-P Centrex Plus / UNE-P Centron [Centron is MN only] Common Block Configuration Required - Establish Common Block	1 to 10 Lines - No Optional Features	Twenty (20) Business Days	24 hrs OOS 48 hrs AS
	1 to 10 Lines - w/ Optional Features (i.e., ARS, DFIs, SMDR, UCD, etc.)	ICB	24 hrs OOS 48 hrs AS
	11-21 Lines – No Optional Features	Twenty (20) Business Days	24 hrs OOS 48 hrs AS
	11 to 21 Lines – w/Optional Features (i.e., ARS, DFIs, SMDR, UCD, etc.)	ICB	24 hrs OOS 48 hrs AS
	22 or more Lines with or without Optional Features	ICB	24 hrs OOS 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	24 hrs OOS 48 hrs AS
	11 or more Lines	ICB	24 hrs OOS 48 hrs AS
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	24 hrs OOS 48 hrs AS
	If new LCC/CAT/NCOS or DPAT	Twenty (20) Business Days	24 hrs OOS 48 hrs AS

**EXHIBIT C
SERVICE INTERVAL TABLES***

<p>UNE-P Centrex Plus / UNE-P Centron [Centron is MN only] Common Block Configuration Required - Centrex Management System (CMS)</p>	<p>New Common Blocks & Cust ID's (lines installed at the same time the Common Block is installed)</p>	<p>Twenty (20) Business Days (after the initial Common Block & associated lines are installed)</p>	<p>N/A</p>
<p>UNE-P Centrex Plus / UNE-P Centron [Centron is MN only] Common Block Configuration Required - Designed Services subsequent to initial Common Block installation</p>	<p>Tie Lines/DFI/FX</p>	<p>Thirteen (13) Business Days (may be longer due to facility due date requirements)</p>	<p>24 hrs OOS 48 hrs AS</p>
<p>UNE-P Centrex Plus / UNE-P Centron [Centron is MN only] No Common Block Configuration Required - Centrex Management System (CMS) Network Access Registers (NARs)</p>	<p>Additional/New Station Lines to be added to CMS</p>	<p>Five (5) Business Days after line is installed</p>	<p>N/A</p>
	<p>Additions</p>	<p>Five (5) Business Days</p>	<p>N/A</p>
	<p>Change from Non Blocked to Blocked Service</p>	<p>ICB</p>	<p>N/A</p>
<p>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.</p>	<p>1 to 10 Lines per location</p>	<p>Five (5) Business Days or Next available due date thereafter as indicated by Appointment Scheduler.</p>	<p>24 hrs OOS 48 hrs AS</p>
	<p>11 to 20 Lines per location</p>	<p>Ten (10) Business Days or Next available due date thereafter as indicated by Appointment Scheduler.</p>	<p>24 hrs OOS 48 hrs AS</p>
	<p>21 or more Lines per location</p>	<p>ICB</p>	<p>24 hrs OOS 48 hrs AS</p>
<p>UNE-P Centrex Plus / UNE-P Centron [Centron is MN only] No Common Block Configuration Required Line Feature changes/additions/Removals</p>	<p>1 to 19 Lines</p>	<p>Three (3) Business Days</p>	<p>24 hrs OOS 48 hrs AS</p>
	<p>20 or more Lines</p>	<p>ICB</p>	<p>24 hrs OOS 48 hrs AS</p>

**EXHIBIT C
SERVICE INTERVAL TABLES***

<p>UNE-P Centrex Plus / UNE-P Centron [Centron is MN only] No Common Block Configuration Required Designed Services subsequent to initial Common Block installation</p>	Tie Lines/DFI/FX	Thirteen (13) Business Days (may be longer due to facility due date requirements)	24 hrs OOS 48 hrs AS
<p>UNE-P Centrex Plus / UNE-P Centron [Centron is MN only] No Common Block Configuration Required Automatic Route Selection (ARS)</p>	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)	24 hrs OOS 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	24 hrs OOS 48 hrs AS
	Adding new Patterns	Twenty (20) Business Days	24 hrs OOS 48 hrs AS
<p>UNE-P Centrex Plus / UNE-P Centron [Centron is MN only] No Common Block Configuration Required Uniform Call Distribution (UCD)</p>	Per Request	Thirteen (13) Business Days	24 hrs OOS 48 hrs AS
<p>UNE-P Centrex Plus / UNE-P Centron [Centron is MN only] No Common Block Configuration Required Additional Numbers subsequent to initial Common Block installation</p> <p>NOTE: Additional numbers are "chipped" into the Common Block at the time of request.</p>	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	High Density: Five (5) Business Days Low Density: Six (6) Business Days	4 hrs High Density 4 hrs Low Density
	9 to 16	High Density: Six (6) Business Days Low Density: Seven (7) Business Days	4 hrs High Density 4 hrs Low Density
	17 to 24	High Density: Seven (7) Business Days Low Density: Eight (8) Business Days	4 hrs High Density 4 hrs Low Density
	25 or more	ICB	4 hrs
Enhanced Extended Loop (EEL) – DS1	1 to 8	High Density: Five (5) Business Days Low Density: Eight (8) Business Days	4 hrs High Density 4 hrs Low Density
	9 to 16	High Density: Six (6) Business Days Low Density: Nine (9) Business Days	4 hrs High Density 4 hrs Low Density
	17 to 24	High Density: Seven (7) Business Days Low Density: Ten (10) Business Days	4 hrs High Density 4 hrs Low Density
	25 or more	ICB	4 hrs
Enhanced Extended Loop (EEL) – DS3	1 to 3 Circuits	High Density: Seven (7) Business Days Low Density: Nine (9) Business Days	4 hrs High Density 4 hrs Low Density
	4 or more Circuits	ICB	4 hrs

EXHIBIT C
SERVICE INTERVAL TABLES*

Enhanced Extended Loop Conversions (EEL-C) – Private Line (PLTS) - Conversion as is		ICB	24 hrs OOS 48 hrs AS
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* 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

Reserved for Future Use

EXHIBIT E

VERTICAL SWITCH FEATURES FOR UNE-SWITCHING

USOC FOR FEATURE

Feature Description

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

EXHIBIT E

VERTICAL SWITCH FEATURES FOR UNE-SWITCHING

E3PPK	Call Pick-up
E62	Call Waiting Dial Originating
E6D	Directed Call Pick-up - Per Line, Non Barge-In
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

EXHIBIT E

VERTICAL SWITCH FEATURES FOR UNE-SWITCHING

EVK	Call Forward Busy Line Don't Answer, Overflow
EVKHG	Call Forward Busy Line Don't Answer, Overflow, Per Hunt Group
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

EXHIBIT E

VERTICAL SWITCH FEATURES FOR UNE-SWITCHING

HSHP	Preferential Hunting
HSO	Series Completion Per Each TN Hunted To
HTG	Hunting Feature
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
MJPK	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
NBWP	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

EXHIBIT E

VERTICAL SWITCH FEATURES FOR UNE-SWITCHING

NNK	CLASS Name /#
NPU	Non-Published Service
NQ1PN	Call Exclusion, Per DN
NQ2PN	Call Forwarding Busy Line For Circuit-Switched Data
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
NZHPPN	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

EXHIBIT E

VERTICAL SWITCH FEATURES FOR UNE-SWITCHING

RGG1B	Custom Ringing
RGG1C	Custom Ringing
RGG2A	Custom Ringing
RGG2B	Custom Ringing
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

EXHIBIT E

VERTICAL SWITCH FEATURES FOR UNE-SWITCHING

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.



Qwest Wholesale Program

Project Name: Co-Provider Industry Change Management Process

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

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

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

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Attachment A – Sample – Co-Provider Subscriber Letter to Qwest for IMA EDI Draft Developer Worksheets

Attachment B – Co-Provider Change Request Instructions

Attachment C – Qwest Release Notification Instructions

Attachment D – Release Documentation Distribution Schedule

SGAT Exhibit G

EXECUTIVE SUMMARY

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

The CICMP key elements are:

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

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

SGAT Exhibit G

I INTRODUCTION

I.I Description

The CICMP¹ facilitates communications between Co-Providers and Qwest to identify, discuss, and monitor new functionality, enhancements to existing functionality, required code maintenance, and any other changes which are being considered for any Product, Process, and OSS interfaces that may impact Co-Providers. Also, the CICMP will facilitate communications concerning release notifications regarding a new release, certification/re-certification testing, and production maintenance.

The following type of Co-Providers may participate in the CICMP:

- Competitive Local Exchange Carriers (CLECs)
- Resellers
- Interexchange Carriers
- Payphone Service Providers²
- Wireless Carriers³

I.II Scope of Document

CICMP includes CRs and RNs for product, process and OSS changes. The following table identifies valid Qwest product and process categories and OSS interfaces.

OSS Interfaces
Customer Terminal Access System (CTAS)
Exchange Access, Control, & Tracking (EXACT)
Held, Escalated, & Expedited Tool (HEET)
Interconnect Mediated Access (IMA) Electronic Data Interexchange (EDI)
IMA Graphical User Interface (GUI)
Mediated Access System (MEDIACC)
Product Database for Co-Providers
TELEcommunications Information System (TELIS)
Wholesale Billing Interfaces – IABS and CRIS Summary Bill Outputs and Loss and Completion Records
Product Categories
LIS/Interconnection

¹ The CICMP will serve as the default process if the contractual agreements between Qwest and each Co-Provider do not specify change control procedures or if further definition is required.

² and ³ For those Co-Providers who order wholesale products out of a wholesale category.

SGAT Exhibit G

Collocation
Unbundled Network Elements (UNE)
Ancillary
Resale Products and Services
Process Categories
Pre Ordering
Ordering
Billing
Repair

I.III Objectives

The CICMP has four major objectives:

- Provide a forum for Co-Providers and Qwest to discuss CRs, RNs, systems release life cycles, and communications
- Provide a forum for Co-Providers as an industry to discuss and prioritize their CRs
- Develop a mechanism to track and monitor Co-Provider CRs and Qwest RNs
- Establish communication intervals where appropriate in the process

The following sections further describe the principle parties, process description, release lifecycles, and terms and definitions which support the CICMP four major objectives.

II PRINCIPAL PARTIES

The principal parties of the CICMP are Qwest, current Co-Providers utilizing Product, Process, and OSS interfaces, and Co-Providers who are in the process of implementing an OSS interface. The latter Co-Providers must have executed an implementation agreement (e.g., Joint Implementation Agreement) with a commitment to its project work plan schedule.

The principal parties will designate one or several representatives for the following three major roles.

II.I Major Roles and Responsibilities

The following table describes three major roles and responsibilities for specific individuals and/or groups.

Role	Responsibility
Co-Provider	<ul style="list-style-type: none"> ➤ Establish a single point of contact and alternate to manage CRs ➤ Participate in Co-Provider Industry Team Meetings (i.e., regularly scheduled change management meetings with Co-Providers and

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Role	Responsibility
	Qwest representatives) <ul style="list-style-type: none"> ➤ Designate a single representative for these meetings⁴ ➤ Present new CRs ➤ Participate in prioritization of Co-Provider CRs ➤ Discuss Qwest RNs
Qwest Support Groups	<ul style="list-style-type: none"> ➤ Represent Wholesale Product, Process, Information Technology (IT), and Regulatory ➤ Coordinate and complete Product, Process timelines and OSS interface release management ➤ Designate Product, Process, and OSS interface representatives to manage Qwest RNs ➤ Participate in Co-Provider Industry Team Meetings <ul style="list-style-type: none"> ➤ Present Qwest RNs ➤ Discuss Co-Provider CRs
Qwest CICMP Manager	<ul style="list-style-type: none"> ➤ Act as single point of contact for Co-Provider CRs and Qwest RNs ➤ Administer the CICMP process ➤ Prepare for and facilitate Co-Provider Industry Team Meetings ➤ Participate in Qwest OSS Interface release meetings (Systems) ➤ Participate in Qwest Product and Process change notification

For additional details on responsibilities please see the next section which further describes the CICMP.

III PROCESS DESCRIPTION

The CICMP will improve and facilitate communications between Co-Providers and Qwest by supporting:

- Co-Provider Single Point of Contact (i.e., Qwest CICMP Manager) who will advocate, monitor, and track Co-Provider CRs, monitor and track Qwest RNs, and prepare for and facilitate Co-Provider Industry Team meetings
- Co-Provider Industry Team Regularly Scheduled Meetings for:
 - Co-Providers to prioritize their CRs
 - Qwest to communicate recent RNs
 - Co-Providers and Qwest to communicate and discuss Product, Process, and OSS interface changes and release lifecycles
- Consistent documentation and tracking of CRs and RNs

⁴ Other Co-Provider representatives may attend the Co-Provider Industry Team Meetings. A single designated Co-Provider representative will present new CRs and participate in prioritization of Co-Provider CRs.

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The CICMP was based on several process design elements in the following section.

III.I Process Design Elements

The following process design elements provide the baseline for the CICMP:

- QWEST will provide a Co-Provider single point of contact.
- Each Co-Provider will establish a single point of contact for CR creation and management.
- Each Co-Provider will designate a single representative to present new Co-Provider CRs and participate in the prioritization of Co-Provider CRs at regularly scheduled CM meetings.
- All CRs and RNs will be made in writing. Separate standard forms will be utilized for CRs and RNs.
- QWEST will assign a Co-Provider CR tracking number.
- QWEST will assign a RN tracking number.
- Two sub-processes will be designed to log and validate Co-Provider CRs and Qwest RNs.
- Time duration is in business days unless otherwise indicated.
- Co-Providers will meet regularly to review and prioritize their CRs as an industry.
- Qwest and Co-Providers will meet regularly to discuss Co-Provider CRs and QWEST RNs.
- Co-Provider CRs are for future enhancements and upgrades to Qwest Product, Process, and OSS interfaces
- There are three major roles: Co-Provider, Qwest Support Groups, and Qwest CICMP Managers.
- Release lifecycle duration varies based upon the OSS interface (Systems).
- Product or Process notification lifecycle varies based upon a specific Product or Process.
- Co-Providers accessing IMA EDI and MEDIACC will follow jointly developed implementation project work plans for interoperability and certification testing for a selected release, which is supported by Qwest. These project work plans are not outlined in this process (e.g., timing and testing plans.)
- Co-Provider CRs may be escalated as stated in the CICMP – Escalation Document. The URL to this document is <http://www.uswest.com/carrier/bulletins/whatisicimp.html>
- Qwest RN sub-process was enhanced and incorporated the CICMP – Qwest RN Enhancement document. The URL to this document is <http://www.uswest.com/carrier/bulletins/whatisicimp.html>
- Non IMA EDI users may submit an IMA EDI-specific CR for Co-Provider Industry Team review/prioritization. Only current IMA EDI users and those with an agreed upon project work plan may prioritize Co-Provider CRs.
- IMA GUI users may receive IMA EDI Draft Developer Work Sheets upon Qwest receipt of a subscriber letter. This letter shall indicate that the Co-Provider has an interest and possesses the technical background required to interpret the materials being requested for a specific release. (See Attachment A – Sample – Co-Provider Subscriber Letter to Qwest for IMA EDI Draft Developer Worksheets.)
- Co-Providers may submit to the CICMP Manager a proprietary CR for logging and the CICMP Manager will forward it to a Qwest Wholesale Account Manager. The CR will receive a status of “closed” and will not be worked through the CICMP.

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- Qwest will provide T-shirt Sizes (e.g., Level of Effort) and Options at the industry team meeting for Co-Provider CRs which were submitted to the appropriate Qwest CICMP Manager by the 2nd Wednesday of the month and which did not require further clarification.

III.II Sub Processes

The CICMP has numerous Co-Provider, Qwest, and Qwest CICMP Manager only or joint activities, which are grouped into the following six sub processes:

- **1.0 Create Co-Provider Change Request** – Activities involve the creation, submission, validation, and clarification of a new Co-Provider CR to be presented at the Co-Provider Industry Meeting.
- **2.0 Evaluate Co-Provider CRs and Review Qwest RNs** – Activities involve preparing and conducting the Co-Provider Industry meeting. The meeting provides a collaborative environment for Co-Providers and Qwest Support Group representatives to discuss Co-Provider CRs statuses and RNs..
- **3.0 Manage Release Candidates** – Activities involve the Qwest Support Group representatives reviewing, evaluating, and selecting change requests for an OSS interface release (i.e., release candidates) and management of release candidates during a release lifecycle.
- **4.0 Create Qwest Release Notification** – Activities involve Qwest Support Group representatives completing a RN Form which identifies the communication event which has taken place between Qwest and the Co-Provider Industry. This form is submitted to and validated by the Qwest CICMP Manager for tracking and reporting to the Co-Provider Industry Team.
- **5.0 Manage Documentation** – Activities involve the creation and improvement of documents including logs, forms, and process descriptions. These activities are the responsibility of the Qwest CICMP Manager.
- **6.0 Maintain CR and RN Tracking Databases** – Activities involve the maintenance of CR and RN tracking databases to support the CICMP process. These activities are the responsibility of the Qwest CICMP Manager.

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Each sub process has a series of activities, which are primarily the responsibility of one or more of the roles described in Section II.I Major Roles and Responsibilities. The following graph outlines at a high-level the CICMP sub processes and associated activities by roles.

Co-Provider	Qwest CICMP Manager	Qwest Support Groups
1.0 Create Co-Provider Change Request		
1.1 Identify release enhancement/upgrade 1.2 Create/Submit Co-Provider CR	1.3 Log Co-Provider CR 1.4 Validate Co-Provider CR	
1.5 Clarify Co-Provider CR		
2.0 Evaluate Co-Provider CRs and Qwest RNs		
2.3 Conduct Co-Provider Industry Team Meeting	2.1 Prepare for Co-Provider Industry Team Meeting 2.2 Distribute Co-Provider Industry Team Meeting Distribution Package 2.3 Conduct Co-Provider Industry Team Meeting 2.4 Manage results from Co-Provider Industry Team Meeting 2.5 Distribute Issues/Actions log	2.3 Conduct Co-Provider Industry Team Meeting
3.0 Manage Release Candidates		
3.3 Refine Co-Provider Release Baseline Candidates	3.1 Submit/Update Co-Provider CRs for Release Candidate Review 3.3 Refine Co-Provider Release Baseline Candidates	3.2 Conduct Qwest Release Review Meetings 3.3 Refine Co-Provider Release Baseline Candidates
4.0 Create Qwest Release Notification		
	4.2 Log Qwest RN 4.3 Validate Qwest RN	4.1 Create/Submit Qwest RN Form 4.4 Clarify Qwest RN
5.0 Manage Documentation		
	5.1 Create/Update documents 5.2 Distribute updated documents	

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Co-Provider	Qwest CICMP Manager	Qwest Support Groups			
	<table border="1" style="margin: auto;"> <tr> <td style="text-align: center;">6.0 Maintain CR and RN Tracking Databases</td> </tr> <tr> <td style="text-align: center;">6.1 Maintain CR Database</td> </tr> <tr> <td style="text-align: center;">6.2 Maintain RN Database</td> </tr> </table>	6.0 Maintain CR and RN Tracking Databases	6.1 Maintain CR Database	6.2 Maintain RN Database	
6.0 Maintain CR and RN Tracking Databases					
6.1 Maintain CR Database					
6.2 Maintain RN Database					

The remainder of this section provides detailed information for each activity within a sub process.

III.III 1.0 Create Co-Provider Change Request

Activities involve the creation, submission, validation, and acceptance of a new Co-Provider CR to be presented at the Co-Provider Industry Meeting.

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

Activity Name	1.1 Identify release enhancement /upgrade
Description	Co-Provider internal activity to identify release enhancement/upgrade and providing information to their single point of contact for creation of a Co-Provider CR.
Input(s)	Suggestions for new or improved Product, Process, or OSS interface functionality
Output(s)	Co-Provider internal request to create a new Co-Provider CR (See Attachment B – Co-Provider Change Request)
Responsibility	Co-Provider representatives and Co-Provider single point of contact to Qwest
Interval	Co-Provider determined

Activity	1.2 Create/Submit Co-Provider CR
Description	Co-Provider single point of contact creates a Co-Provider CR and submits it to the Qwest CICMP Manager for logging and validation.
Input(s)	Co-Provider internal request to create a new Co-Provider CR.
Output(s)	Co-Provider CR
Responsibility	Co-Provider
Interval	The Co-Provider should submit a Co-Provider CR in a timely manner for logging and validation. If the Co-Provider would like it to receive a T-shirt Size and Option Description at the next Co-Provider Industry Team meeting, then the CR must be submitted by the 1 st of that month.

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Activity	1.3 Log Co-Provider CR
Description	The Qwest CICMP Manager logs the Co-Provider CR in the Co-Provider CR Log and assigns a Co-Provider CR# for tracking and status reporting. The status of the CR is “New – To be validated”. The Qwest CICMP Manager notifies the Co-Provider single point of contact and provides the Co-Provide CR number.
Input(s)	<ul style="list-style-type: none"> ➤ Co-Provider CR ➤ Co-Provider CR Log and Tracking Numbers
Output(s)	<ul style="list-style-type: none"> ➤ Co-Provider CR, tracking number, and status of “New – To be validated” ➤ Co-Provider CR Log Updated ➤ Co-Provider Notice of CR tracking number and status
Responsibility	Qwest CICMP Manager
Interval	2 days to log and notify the Co-Provider of CR tracking number and status

Activity	1.4 Validate Co-Provider CR
Description	<p>1.4.1 The Qwest CICMP Manager reviews the Co-Provider CR form for completeness (i.e., fields are complete.) If the Co-Provider CR is complete, its status is updated to “New – To be industry evaluated”. If the Co-Provider CR is not complete, its status is updated to “New – To be clarified”, clarification request is sent to the Co-Provider.</p> <p>1.4.2 The Qwest CICMP Manager reviews a Co-Provider CR clarification response. If the Co-Provider clarification response is complete, its status is updated to “New – To be industry evaluated”. If the Co-Provider CR is not complete, its status remains as “New – To be clarified”, a clarification request is sent to the Co-Provider.</p>
Input(s)	<ul style="list-style-type: none"> ➤ Co-Provider CR with a status of “New – To be validated” ➤ Co-Provider clarification response for a Co-Provider CR
Output(s)	<ul style="list-style-type: none"> ➤ Co-Provider clarification request ➤ Co-Provider CR status is changed to one of the following: <ul style="list-style-type: none"> ➤ “New – To be industry evaluated” ➤ “New – To be clarified” ➤ “Cancelled – Clarification not completed” (i.e., Co-Provider status remained in “New – To be clarified” status for 60 days.) ➤ “Cancelled – Co-Provider”
Responsibility	Qwest CICMP Manager
Interval	<ul style="list-style-type: none"> ➤ Co-Provider CR status update to Co-Provider for “New – To be industry evaluated” 2 business days ➤ Co-Provider CR status update and clarification request to Co-Provider for “New – To be clarified” 2 business days ➤ Co-Provider CR status update to Co-Provider for “Cancelled – Clarification not completed” 2 days after the 60 days a Co-Provider CR remained in “New – To be clarified” status ➤ Co-Provider CR status update to Co-Provider for “Cancelled – Co-

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Activity	1.4 Validate Co-Provider CR
	Provider Requested” upon Co-Provider request to cancel CR.

Activity	1.5 Clarify Co-Provider CR
Description	The Co-Provider is responding to a clarification request during 1.4 Validate CR form and 2.3 Conduct Co-Provider Industry Team Meeting
Input(s)	Clarification request
Output(s)	Clarification response for a Co-Provider CR
Responsibility	Co-Provider
Interval	Clarified Co-Provider CR should be completed in a timely manner for logging and validation by the Qwest CICMP Manager if the Co-Provider would like it to receive a T-Shirt Size and Option Description at the next CICMP meeting. It is suggested the clarified Co-Provider CR be submitted no later than the 2 nd Wednesday of the month to receive a T-Shirt Size and Option Description at the next CICMP meeting.

III.IV 2.0 Evaluate Co-Provider CRs and Review Qwest RNs

Activities involve preparing and conducting the Co-Provider Industry meeting. The meeting provides a collaborative environment for Co-Providers and Qwest Support Group representatives to discuss Co-Provider CRs statuses and RNs. Also, during a regularly scheduled Co-Provider Industry Team meeting, the Co-Providers will review new and existing CRs and prioritize/reprioritize their CRs as appropriate.

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

Activity	2.1 Prepare for Co-Provider Industry Team Meeting
Description	The Qwest CICMP Manager prepares the team meeting distribution package for the Co-Provider Industry Team.
Input(s)	<ul style="list-style-type: none"> ➤ Agenda template ➤ Co-Provider Industry Team Meeting Issues Log ➤ Co-Provider CRs “New – To be evaluated” ➤ Co-Provider CR Status Report ➤ Co-Provider CR T-shirt Size (e.g., Level of Effort) and Options provided by Qwest ➤ Qwest RNs Log Report ➤ Projected 12 month meeting schedule ➤ Co-Provider Industry Team Distribution List
Output(s)	➤ Co-Provider Industry Team Monthly Meeting Distribution Package
Responsibility	Qwest CICMP Manager
Interval	10 business days dependent on the timing of monthly meetings.

Activity	2.2 Distribute Co-Provider Industry Team Meeting Distribution Package
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Activity	2.2 Distribute Co-Provider Industry Team Meeting Distribution Package
Description	The Qwest CICMP Manager will distribute the Co-Provider Industry Team Monthly Meeting Distribution Package to the Co-Provider Industry Team.
Input(s)	<ul style="list-style-type: none"> ➤ Co-Provider Industry Team Monthly Meeting Distribution Package ➤ Co-Provider Industry Team Member Listing
Output(s)	<ul style="list-style-type: none"> ➤ Distributed Co-Provider Industry Team Monthly Meeting Distribution Package
Responsibility	Qwest CICMP Manager
Interval	5 days prior to the next scheduled Team meeting

Activity	2.3 Conduct Co-Provider Industry Team Meeting
Description	<p>The Co-Provider Industry Team meets to discuss Co-Provider CRs and Qwest RNs and address issues/action items.</p> <p>2.3.1 Present New CRs – A Co-Provider presents their new CR for Co-Provider Industry Review and clarification. If additional clarification is required by the Co-Provider after the meeting, the new CR will receive a status of “New – To be clarified”. If additional clarification is not required, the New CR will receive a status of “Evaluated – To be reviewed”</p> <p>2.3.2 Discuss Co-Provider CRs – The Qwest CICMP Manager provides a status update of existing Co-Provider CRs for discussion.</p> <p>2.3.3 Review Qwest Co-Provider CRs T-Shirt Size and Options – Qwest will discuss the T-Shirt Size (e.g., Level of Effort) and Options for Co-Provider CRs submitted to the appropriate Qwest CICMP Manager by the 2nd Wednesday of the month and which did not require further clarification</p> <p>2.3.4 Review Qwest RNs List – The Qwest CICMP Manager provides a status of recent Qwest RNs for discussion</p> <p>2.3.5 Review Meeting Issues/Action Log and Schedule -- The team reviews the status of issues and action items. Also, the team reviews/adjusts the monthly schedule as appropriate to reflect the next 12 months.</p>
Input(s)	<ul style="list-style-type: none"> ➤ Co-Provider Industry Team Monthly Meeting Distribution Package
Output(s)	<ul style="list-style-type: none"> ➤ Co-Provider CR status updates <ul style="list-style-type: none"> ➤ “Evaluated – to be reviewed”. These CRs have been evaluated and prioritized by the Co-Provider Industry Team for Qwest release review ➤ “New – to be clarified”. These CRs require additional clarification by the Co-Provider ➤ “Cancelled – Co-Provider Industry. These CRs were evaluated by the Co-Provider Industry and were cancelled. ➤ Updated Issues/Actions Log ➤ Updated projected 12 month meeting schedule
Responsibility	<ul style="list-style-type: none"> ➤ Qwest CICMP Manager ➤ Co-Provider Industry Team

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Activity	2.3 Conduct Co-Provider Industry Team Meeting
Interval	A 4 hour monthly meeting.

Activity	2.4 Manage results from Co-Provider Industry Team Meeting
Description	The Qwest CICMP Manager updates the appropriate documentation (i.e., forms, logs, schedules, etc.) based on the results from conducting the latest monthly meeting.
Input(s)	<ul style="list-style-type: none"> ➤ Co-Provider CR status updates <ul style="list-style-type: none"> ➤ “Evaluated – to be reviewed”. These CRs have been evaluated and prioritized by the Co-Provider Industry Team for Qwest release review ➤ “New – to be clarified”. These CRs require additional clarification by the Co-Provider ➤ “Cancelled – Co-Provider Industry. These CRs were evaluated by the Co-Provider Industry and were cancelled. ➤ ➤ Updated Issues/Actions Log ➤ Updated projected 12 month meeting schedule
Output(s)	Updated Co-Providers CRs, Qwest RNs, Issues/Actions Log, and monthly meeting schedule
Responsibility	Qwest CICMP Manager
Interval	5 days after completing a Team monthly meeting

Activity	2.5 Distribute Issues Log
Description	The Qwest CICMP Manager distributes to the Co-Provider Industry Team the recent monthly meeting issues log.
Input(s)	<ul style="list-style-type: none"> ➤ Updated Issues/Actions Log ➤ Co-Provider Industry Team List
Output(s)	Distributed Issues/Actions Log
Responsibility	Qwest CICMP Manager
Interval	5 days after completing a team monthly meeting the draft issues/actions log will be distributed to the Co-Provider Industry Team for review/comments/changes. A final issues/action log will be distributed to the Co-Provider Industry Team prior to the next meeting.

III.V 3.0 Manage Release Candidates

Activities involve the Qwest Support Group representatives reviewing, evaluating, and selecting change requests for a Product, Process, or OSS interface release (i.e., release candidates) and management of release candidates during a release lifecycle.

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

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Activity	3.1 Submit/Update Co-Provider CRs for Release Candidate Review
Description	The Qwest CICMP Manager completes required internal change management processing for new and reprioritized Co-Provider CRs to be reviewed by Qwest Support Groups.
Input(s)	New Co-Provider CRs with a status of: <ul style="list-style-type: none"> ➤ “Evaluated – to be reviewed”. These CRs have been evaluated and prioritized by the Co-Provider Industry Team Existing Co-Provider CRs with a updated prioritization level and/or number
Output(s)	Qwest internal change management documentation
Responsibility	Qwest CICMP Manager
Interval	3 business days following a Co-Provider Industry Team meeting.

Activity	3.2 Conduct Qwest OSS Interfaces Release Review Meetings
Description	<p>These regularly scheduled meetings provide an opportunity for Qwest Support Groups to meet, discuss, prioritize, and select CRs for and during a release life cycle. (Please see Section IV. Release Lifecycles for additional information.)</p> <p>3.2.1 Select CRs for an OSS Release Baseline. Qwest Support Groups including the Qwest CICMP Manager present and discuss their prioritized CRs list which have been collected during the initiate phase of a release lifecycle. At the end of this phase, a short list of CRs (i.e., release baseline candidates) are selected to enter the next release life cycle phase of Development. The reasons for selecting a CR as a release baseline candidate may include priority level, cost/benefit analysis, resource commitments, time constraints, industry direction and Qwest direction.</p> <p>3.2.2 Determine OSS Release Baseline Adjustments. Qwest Support Groups and Qwest CICMP Manager meet regularly during the Development phase of a release lifecycle to determine if adjustments (i.e. adding and/or removing CRs) are required to the release baseline candidates. The possible reasons for adjusting a release baseline candidate may include at a minimum priority level, cost/benefit, resource commitments, time constraints, industry direction and/or Qwest direction.</p>
Input(s)	<ul style="list-style-type: none"> ➤ Qwest internal change management documentation ➤ Prioritized Co-Provider CR OSS Interface Release Lists
Output(s)	<ul style="list-style-type: none"> ➤ Co-Provider CR status update <ul style="list-style-type: none"> ➤ “Reviewed – Release Baseline Candidate” CR has been selected as baseline CR (i.e., candidate). Note: as additional information is gathered during the Development release lifecycle phases the CR may be removed from the release baseline. ➤ “Reviewed – Under consideration” <ul style="list-style-type: none"> ➤ CR has not been selected as a release baseline CR (i.e., candidate); however, it will continue to remain in the Co-Provider CR prioritized list and be reviewed during regularly scheduled review

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Activity	3.2 Conduct Qwest OSS Interfaces Release Review Meetings
	<p>meetings</p> <ul style="list-style-type: none"> ➤ CR was removed from a release baseline as additional information was gathered during the Development release lifecycle phase. Possible reason(s) may include at a minimum priority level, cost/benefit, resource commitments, time constraints, industry direction, and/or Qwest direction. ➤ Co-Provider notification of Co-Provider CR status update
Responsibility	<ul style="list-style-type: none"> ➤ Qwest Support Groups ➤ Qwest CICMP Manager
Interval	OSS Interface release review meetings varies based on the OSS interface and may occur weekly, biweekly, or monthly. If a Co-Provider CR status changes to/from “Reviewed – Release Baseline Candidate”/”Reviewed – Under Consideration”, the Qwest CICMP Manager will notify the Co-Provider within 2 days.

Activity	3.3 Refine Co-Provider OSS Release Baseline Candidates
Description	Meetings to discuss and further refine a Co-Provider CR which has been selected as a release baseline candidate may occur as required.
Input(s)	<ul style="list-style-type: none"> ➤ Co-Provider CR with a status of “Reviewed – Release Baseline Candidate” ➤ Meeting agenda, participants, itinerary, etc.
Output(s)	<ul style="list-style-type: none"> ➤ Co-Provider CR with a status of “Reviewed – Release Baseline Candidate” ➤ Meeting issues/action items
Responsibility	<ul style="list-style-type: none"> ➤ Qwest CICMP Manager ➤ Co-Provider ➤ Qwest Support Groups (e.g., OSS interface release team)
Interval	Varies based on the timing and level of CR refinement. Qwest Support Groups and Co-Provider will determine appropriate response timing for communications.

III.VI 4.0 Create Qwest Release Notification

Activities involve Qwest Support Group representatives completing a RN Form, which identifies the communication event which has taken place between Qwest and the Co-Provider Industry. This form is submitted to and validated by the Qwest CICMP Manager for tracking and reporting to the Co-Provider Industry Team.

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

Activity	4.1 Create/Submit Qwest RN Form
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Activity	4.1 Create/Submit Qwest RN Form
Description	The Qwest Support Groups will complete a Qwest RN form (see Attachment C – Qwest RN Instructions) The form will be submitted to the Qwest CICMP Manager for recording of the event.
Input(s)	Communication event
Output(s)	Qwest RN Form
Responsibility	Qwest Support Groups
Interval	2 days after completion of the communication event

Activity	4.2 Log Qwest RN Form
Description	The Qwest CICMP Manager logs the Qwest RN Form and provides a status of “New – to be validated” and informs the Qwest communicator of it status.
Input(s)	<ul style="list-style-type: none"> ➤ Qwest RN Form ➤ Qwest RN Log
Output(s)	➤ Qwest RN Form with the following status of “New – To be validated”
Responsibility	Qwest CICMP Manager
Interval	2 days after receipt of the Qwest RN Form

Activity	4.3 Validate Qwest RN
Description	<p>4.3.1 The CICMP Manager reviews the Qwest RN for completeness (e.g., fields are completed).. If the Qwest RN is complete, the RN receives “New – to be industry reviewed” and a status update is sent to the Qwest Support Group. If the Qwest RN is incomplete, the RN received “New – to be clarified” and status update is sent to the Qwest Support Group.</p> <p>4.3.2 The CICMP Manager reviews the Qwest clarification response for a Qwest RN. If the Qwest clarification response is complete, the RN receives “New – to be industry reviewed and a status update is sent to the Qwest Support Group. If a Qwest RN is not clarified, the RN receives a status of “New – To be clarified” and a clarification request is sent to the Qwest Communicator.</p>
Input(s)	<ul style="list-style-type: none"> ➤ Qwest RN with a status of “New – To be validated” ➤ Qwest RN clarification response for a RN
Output(s)	<ul style="list-style-type: none"> ➤ QWEST RN clarification request ➤ Qwest RN status is changed to one of the following: <ul style="list-style-type: none"> ➤ “New – To be industry reviewed” ➤ “New – To be clarified”
Responsibility	Qwest CICMP Manager
Interval	<ul style="list-style-type: none"> ➤ Qwest RN status update to Qwest Support Group “New – To be industry reviewed” 2 business days ➤ Qwest RN status update and clarification request Qwest Support Group clarified” 2 business days

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Activity	4.4 Clarify Qwest RN
Description	The Qwest Support Groups are responding to a clarification request by the Qwest CICMP Manager during 4.3 Validate Qwest RN
Input(s)	Qwest clarification request
Output(s)	Clarification response to Qwest RN
Responsibility	Qwest Support Groups
Interval	Clarification response to Qwest RN should be completed in a timely manner for logging and validation by the Qwest CICMP Manager for distribution at the next Co-Provider Industry Team meeting. It is suggested the clarification response to the Qwest RN be submitted no later than 1 st of the month prior to an industry team meeting

III.VII 5.0 Manage Documentation

Activities involve the creation and improvement of documents including logs, forms, instructions, and process descriptions. These activities are the responsibility of the Qwest CICMP Manager.

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

Activity	5.1 Create/Update Documents
Description	The Qwest CICMP Manager creates and updates existing documentation for the CICMP. This documentation includes templates and documented processes.
Input(s)	<ul style="list-style-type: none"> ➤ CR Form Template ➤ CR Status Report Template ➤ RN Form Template ➤ RN Status Report Template ➤ Co-Provider Industry Team Monthly Meeting Schedule Template ➤ Co-Provider Industry Issues/Actions Log Template ➤ Co-Provider Industry Team Meeting Agenda Template ➤ CICMP Document
Output(s)	Updates to one or more of the following: <ul style="list-style-type: none"> ➤ CR Form Template ➤ CR Status Report Template ➤ RN Form Template ➤ RN Status Report Template ➤ Co-Provider Industry Team Monthly Meeting Schedule Template ➤ Co-Provider Industry Issues/Actions Log Template ➤ Co-Provider Industry Team Meeting Agenda Template

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Activity	5.1 Create/Update Documents
	➤ CICMP Document
Responsibility	Qwest CICMP Manager
Interval	As required

Activity	5.2 Distribute Updated Documents
Description	The Qwest CICMP Manager notifies the Co-Providers and Qwest Support Groups that a template and/or the CICMP document has been updated. If required, the updated templates and/or CICMP document will be distributed as appropriate.
Input(s)	<ul style="list-style-type: none"> ➤ Changes to templates ➤ Changes to CICMP document
Output(s)	<ul style="list-style-type: none"> ➤ Notification to Co-Providers and Qwest Support Groups regarding templates and/or CICMP documentation updates ➤ Updated templates and/or CICMP documents
Responsibility	Qwest CICMP Manager
Interval	Timing and intervals are based on the complexity of changes to template(s) and/or CICMP documents. Five business days prior to the completion of updates, notification of changes to templates and/or CICMP document to Co-Providers and Qwest Support Groups will occur.

III.VIII 6.0 Maintain CR and RN Tracking Databases

Activities involve the maintenance of CR and RN tracking databases to support the CICMP process. These activities are the responsibility of the Qwest CICMP Manager.

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

Activity	6.1 Maintain CR Database
Description	The Qwest CICMP Manager maintains the CR tracking database. For example, a change to the CR form will generate a change to the CR tracking database which contains the CR electronic form and status reporting mechanism
Input(s)	Co-Provider CR Tracking System
Output(s)	Updates to the Co-Provider CR Tracking System
Responsibility	Qwest CICMP Manager
Interval	As maintenance is required.

Activity	6.2 Maintain RN Database
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Activity	6.2 Maintain RN Database
Description	The Qwest CICMP Manager maintains the RN Tracking database. For example, a change to the RN form will generate a change to the RN tracking database which contains the RN electronic form and status reporting mechanism
Input(s)	Qwest RN Tracking System
Output(s)	Updates to Qwest RN Tracking System
Responsibility	Qwest CICMP Manager
Interval	As maintenance is required.

Timing and communication of Systems impacting CRs and RNs are based on an OSS release life cycle. Qwest follows a standard software release lifecycle, which is described in the following sections.

IV RELEASE LIFECYCLES

IV.I Four Phases

Qwest OSS release life cycle is the succession of four major phases of work performed to prepare, implement, deploy, support, and retire an OSS interface. The following table describes the four major phases in a release life cycle.

Phase	Description
Initiate	<p>During this phase Co-Providers and QWEST Support Groups submit prioritized lists of CRs for logging and validation (e.g., completeness of CR form). Clarification activities to validate a CR may occur between the submitting group and the OSS interface CM manager. As new requests are generated during this process the submitting group may reprioritize its list and request the CM to update its CRs priority statuses. At the end of this phase, during the Qwest OSS Interface Stakeholders Meeting a short list of validated CRs are selected as the release baseline and are referred to as “candidates”.</p> <p>Also during this phase the following activities occur:</p> <ul style="list-style-type: none"> ➤ Define Activities -- The high-level business requirements, systems requirements, and Level of Effort for a release are further refined. For example, system functions are derived from user scenarios, performance and security constraints are identified for mitigation, and data requirements are identified. A project plan (milestones, schedule estimates, risks, contingencies, resource/cost estimates, etc.) is recommended. ➤ Design Activities – The architecture (system context diagram, data

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Phase	Description
	design, analysis of requirements satisfaction, software services/technologies accepted, mapping of components to hardware, etc.) is analyzed to meet the project plan baseline requirements.
Develop	<p>During this phase the following activities occur to prepare a release for deployment:</p> <ul style="list-style-type: none"> ➤ Build Activities -- The code is baselined and delivered to system test and a system test plan (system test cases, costs, and schedule, test environment, test data, etc.) is completed. ➤ Test Activities – The system is tested as meeting system test requirements, certification is completed on the product’s readiness for production, and pre-final product documentation is reviewed and baselined.
Deploy	During this phase representatives from the business and operations review and agree the system is ready for full deployment. The decision is made by authorized representatives from the Qwest Support Groups to deploy the release. The release is deployed and production support initiated and conducted.
Retire	During this phase a release continues to be supported while being prepared for retirement (i.e., out of production.) A project plan is created which provides activities, milestones, and checkpoints for the interface release team to complete release retirement. The decision is made by authorized representatives from the Qwest Support Groups to retire a release. The release is retired.

IV.II OSS Interface Release Strategy

Each OSS interface has its own release strategy. A release strategy would include the projected number of releases for a 12 month period which is influenced by the complexity of each release and the number of releases supported at a given time. At a minimum, cost/benefit analysis, resource commitments, time constraints, industry direction and Qwest direction determine release strategies.

Discussion and updates of the OSS interfaces release strategies will be provided by Qwest Support Groups and discussed at the Co-Provider Industry Team Meetings.

V TERMS AND DEFINITIONS

Term	Definition
------	------------

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Term	Definition
Certification/Recertification Notification	Includes communications regarding upcoming release of draft business requirements in preparation for testing, technical support for the Co-Provider system development, changes to the implementation plan for certification/recertification activities.
Change Request	Referred to as a CR, this serves as a vehicle to document proposed changes to a Product, Process, or OSS interface release
Co-Provider	Current Co-Provider Product, Process, or OSS interface systems users, and Co-Providers who are in the process of implementing an OSS interface. The later Co-Providers have an executed implementation agreement (e.g., Joint Implementation Agreement) with a commitment to its project work plan schedule.
New Release Notification	Includes Qwest communications regarding disclosure document, release notes, implementation dates, training schedule, etc. (See Attachment D for the Release Documentation Distribution Schedule)
Production Maintenance Notification	Includes communications regarding planned and unplanned production maintenance activities, which may include system unavailability time.
Release Baseline Candidates	The initial set of enhancements, upgrades, and required code maintenance which makes up an initial release scope. During a release life cycle changes to the release baseline may include adding or removing release candidates (i.e., CRs.)
Release Notification	Notifications to Co-Providers of Product, Process, or OSS interface release communication events. The types of notices are new release, certification/re-certification, and production maintenance notifications.

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Co-Provider Industry Change Management Process

Qwest Wholesale Program

**ATTACHMENT A – SAMPLE – CO-PROVIDER SUBSCRIBER LETTER
TO QWEST FOR IMA EDI DRAFT DEVELOPER WORKSHEETS**

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Submission to:

A) Email to rstarr@uswest.com

Or

B) Mail to Rick Starr, IMA EDI Lead Project Manager, Qwest Communications, Inc., 1999 Broadway, 9th Floor, Denver, Colorado, 80206

Subject: IMA [X.X] Release EDI Draft Developer Worksheets – Subscriber Request

Content:

[Co-Provider Name] is a current graphical interface user of the Qwest Interconnect Mediated Access (IMA) Operational Support System (OSS) Interface. [Co-Provider Name] is interested in implementing an Electronic Data Interexchange (EDI) to the Qwest IMA OSS interface and is requesting receipt of the EDI Draft Developer Worksheets for its upcoming IMA [X.X] Release.

[Co-Provider Name] possesses the technical background required to interpret these worksheets. Upon a mutually agreed upon project work plan with Qwest and [Co-Provider Name], Qwest will provide technical support to assist [Co-Provider Name] in implementing IMA EDI.

Please forward the Draft Developer Worksheets to me at my email address [name@co-provider.com] or mailing address [Name, Co-Provider, Street, City, State, and Zip].

Sincerely,

[Co-Provider]

**ATTACHMENT B – CO-PROVIDER CHANGE REQUEST
INSTRUCTIONS**

SGAT Exhibit G

Co-Provider Change Request Form Instructions

The Co-Provider Change Request (CR) Form is the written documentation for a Co-Provider to submit a CR for a Product, Process or Systems (OSS) interface as stated in the Co-Provider Industry Change Management Process (CICMP) document.

The CR should be reviewed and submitted by the individual, which was selected by the Co-Provider to act as a single point of contact for the management of CRs to Qwest.

A **Systems** CR may be submitted to the Qwest CICMP Manager for Systems as follows:

- (A) Electronic copy emailed to Mark Routh at mrouth@uswest.com
- (B) Hard copy faxed to Mark Routh, Qwest CICMP Manager - Systems, 303-896-8010

A **Product/Process** CR may be submitted to the Qwest CICMP Manager for Product/Process as follows:

- (A) Electronic copy emailed to Matthew Rossi at mrossi@uswest.com
- (B) Hard copy faxed to Matthew Rossi, Qwest CICMP Manager – Product/Process, 303 896-9022

Please submit a new Co-Provider Change Request to the CICMP Manager no later than the 2nd Wednesday day of the month so it may be evaluated at the Co-Provider Industry Team meeting that month.

The remainder of this document refers to the numbers in parentheses on the Co-Provider Change Request Form Example included below to be completed by the Co-Provider:

- (1) Enter the date the CR was submitted to the Qwest CICMP Manager (required)
- (2) Enter your company's name (required)
- (3) Enter your company's internal reference number for this CR (optional)
- (4) Enter your name, title, and email/fax# (required)
- (5) If your CR is proprietary (i.e., confidential) and is meant to be directed only to your account manager and not flow through the CICMP, then select and check mark "Yes". If your CR is not proprietary and is meant to flow through the CICMP, then select and checkmark "No". (optional) If yes is selected, your CR will be forward to your account manager and the CR will receive a status of Cancelled – Other. If this field is left blank, the default is "No".

NOTE (a): A proprietary CR is in an initial state of development and requires Account Management coordination for further refinement. A Qwest formal response is not requested and the CICMP status of this CR will be "closed" without Co-Provider Industry Team Review.

NOTE (b): A proprietary CR, which was "closed", may be opened as a new Co-Provider CR with a new log number upon notification to the CICMP Manager that the CR is not confidential and is complete with appropriate information. This is assuming that the CR is

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ready for Co-Provider Industry evaluation and prioritization, and a Qwest formal response is requested.

- (6) Enter a title for this CR. This should concisely describe the CR in a single sentence. (required)
- (7) Select the type of CR that is being submitted (Product, Process, or Systems) (required)

NOTE: steps 8 - 14 for systems CRs ONLY

- (8) Select by check marking the OSS interface which the CR addresses. You may select "Other" if you are unsure of which system to select. (required)
- (9) Enter a description of your change including the names of products and order activity information. If required, you may attach a document. Please reference this document in the description box. (required)
- (10) Please designate if new information is required for a specific screen or transaction
- (11) Select the Product(s) that may be impacted by this Systems CR (required)
- (12) Enter a description of known dependencies. For example an IMA graphical user interface change for a maintenance and repair function may be dependent on a MEDIACC change. (optional)
- (13) Enter a description of any documents, which you attach to this CR to provide further details (e.g., technical descriptions.) (optional)
- (14) Select by check marking the priority level for the CR you intend to propose at the next Co-Provider Industry Team Meeting. (required)

NOTE (c): High = Impact to Your Business Activity (e.g., feature you can't order)

Med = Want to have

Low = Wish List

NOTE: steps 15 – 19 for Product CRs ONLY

- (15) Select the Product(s) that may be impacted by this CR (required)
- (16) Enter a description of your Product change. If required, you may attach a document. Please reference this document in the description box. (required)
- (17) Enter a description of known dependencies (optional)
- (18) Enter a description of any documents, which you attach to this CR to provide further details (e.g., technical descriptions.) (optional)
- (19) Select by check marking the priority level for the CR you intend to propose at the next Co-Provider Industry Team Meeting. (required)

NOTE: steps 20 – 25 for Process CRs ONLY

- (20) Please designate the area of Process impacted by this CR (required)
- (21) Select the Product(s) that may be impacted by this Process CR (required)
- (22) Enter a description of your Process change. If required, you may attach a document. Please reference this document in the description box. (required)
- (23) Enter a description of known dependencies (optional)
- (24) Enter a description of any documents, which you attach to this CR to provide further details (e.g., technical descriptions.) (optional)
- (25) Select by check marking the priority level for the CR you intend to propose at the next Co-Provider Industry Team Meeting. (required)

The Appropriate Qwest CICMP Manager will complete the remainder of the CR Form.

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Co-Provider Change Request Form (Sample)

Log # [redacted] Status [redacted]
(see Co-Provider CR Status Listing)

Submitted By: Date Submitted: (1)
Co-Provider: (2) Internal Ref#: (3)
Submitter: (4)
Name, Title, and email/fax#/phone#

Proprietary for submission to Account Manager Only? Please check mark as appropriate
Yes No (5)

Title of Change: (6)

Area of Change Request: Please check mark as appropriate and fill out the appropriate section below (7)
System Product Process

System Change Request Section

Interfaces Impacted: Please check mark as appropriate (8)
CTAS IMA EDI MEDIACC TELIS
EXACT IMA GUI Product Database Wholesale Billing Interfaces
HEET Other
Please describe

Description of Change: (9)

Is new information requested in a specific screen or transaction?
Yes No (10)
If yes, name the screen or transaction:

Products Impacted: Please check mark as appropriate and also list specific products within product group, if applicable (11)
Centrex Resale
Collocation SS7
EEL (UNE-C) Switched Services

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Co-Provider Industry Change Management Process

Qwest Wholesale Program

<input type="checkbox"/> Enterprise Data Services _____	<input type="checkbox"/> UDIT _____
<input type="checkbox"/> LIDB _____	<input type="checkbox"/> Unbundled Loop _____
<input type="checkbox"/> LIS _____	<input type="checkbox"/> UNE-P _____
<input type="checkbox"/> LNP _____	<input type="checkbox"/> Wireless _____
<input type="checkbox"/> Private Line _____	<input type="checkbox"/> Other _____
Please describe	Please describe

Known Dependencies:

(12)

Additional Information: (e.g., attachments for business specifications and/or requirements documents)

(13)

Co-Provider Priority Level

(14)

High Medium Low

Desired Implementation Date:

ASAP

Product Change Request Section

Products Impacted: Please check mark all that apply (if "Other" please describe further)

<input type="checkbox"/> LIS/Interconnection	<input type="checkbox"/> Collocation	<input type="checkbox"/> UNE	<input type="checkbox"/> Ancillary	<input type="checkbox"/> Resale
<input type="checkbox"/> EICT	<input type="checkbox"/> Physical	<input type="checkbox"/> Switching	<input type="checkbox"/> AIN	
<input type="checkbox"/> Tandem Trans./TST	<input type="checkbox"/> Virtual	<input type="checkbox"/> Transport (incl. EUDIT)	<input type="checkbox"/> DA	
<input type="checkbox"/> DTT/Dedicated Trans.	<input type="checkbox"/> Adjacent	<input type="checkbox"/> Loop	<input type="checkbox"/> Operation Service	
<input type="checkbox"/> Tandem Switching	<input type="checkbox"/> ICDF Collo.	<input type="checkbox"/> UNE - P	<input type="checkbox"/> INP/LNP	
<input type="checkbox"/> Local Switching	<input type="checkbox"/> Other _____	<input type="checkbox"/> EEL (UNE-C)	<input type="checkbox"/> Other _____	
<input type="checkbox"/> Other _____		<input type="checkbox"/> UDF		
	(15)	<input type="checkbox"/> Other _____		

Description of Change:

(16)

Known Dependencies:

(17)

Additional Information: (e.g., attachments for business specifications and/or requirements documents)

(18)

(19)

Co-Provider Priority Level

High Medium Low

Desired Implementation Date:

ASAP

Process Change Request Section

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Area Impacted: Please check mark ✓ as appropriate

- Pre-Ordering
Ordering (20)
Billing
Repair
Other

Please describe

Description of Change:

(21)

Products Impacted: Please check mark ✓ as appropriate and also list specific products within product group, if applicable (22)

- Centrex, Collocation, EEL (UNE-C), Enterprise Data Services, LIDB, LIS, LNP, Private Line, Resale, SS7, Switched Services, UDIT, Unbundled Loop, UNE-P, Wireless, Other

Please describe

Please describe

Known Dependencies:

(23)

Additional Information: (e.g., attachments for business specifications and/or requirements documents)

(24)

Co-Provider Priority Level (25)

- High, Medium, Low

Desired Implementation Date: ASAP

This Section to be Completed by Qwest CICMP Manager

Qwest Account Manager Notification

Account Manager: Notified:

Qwest CICMP Manager Clarification Request Yes No

If yes, clarification request sent: Clarification received:

Co-Provider Industry Team Clarification Request Yes No

If yes, clarification request sent: Clarification received:

Status, Evaluation and Implementation Comments:

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Candidate for a Release **Yes** **No**

If yes, Release Number: _____

Co-Provider CR Status Listing

New CRs going through Qwest CICMP Manager Validation

- New – To be validated
- New – To be clarified

New CRs going through Co-Provider Industry Team Meeting Evaluation

- Evaluated – To be Industry Reviewed

New and Existing CRs going through Qwest Manage Release Candidates

- Reviewed – Under consideration
- Reviewed – On Hold
- Reviewed – Process Candidate
- Reviewed – Release Baseline Candidate
- Committed Candidate OSS Release N
- Completed – In Production
- Completed – Product Deployed

New and Existing CRs - Canceled

- Cancelled - Co-Provider
- Cancelled - Qwest
- Cancelled - Co-Provider & Qwest

**ATTACHMENT C – QWEST RELEASE NOTIFICATION
INSTRUCTIONS**

SGAT Exhibit G

Qwest Release Notification Form Instructions

The Qwest Release Notification Form (RN) Form is the written documentation for a Qwest representative to submit a RN for a Qwest Product, Process or Systems (OSS) interface as stated in the Co-Provider Industry Change Management Process (CICMP) document.

The Qwest representative responsible for communicating release information to Co-Providers or a Co-Provider sub group (e.g., IMA GUI Users) submits the RN.

A Systems RN may be submitted to the Qwest CICMP Manager - Systems as an electronic copy via email to Mark Routh at mrouth@uswest.com

A Product or Process RN may be submitted to the Qwest CICMP Manager – Product/Process as an electronic copy via email to mrossi@uswest.com

The remainder of this document refers to the numbers in parentheses on the Qwest Release Notification Form Example (see page 2) to be completed by the Qwest representative:

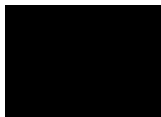
- (1) Enter the date the RN was submitted to the Qwest CICMP (required)
- (2) Enter your name, title, and email (required)
- (3) Enter a title for this RN. This should concisely describe the RN in a single sentence. (required)
- (4) Designate the Area of business that the RN is being Issued (Product, Process, or Systems) (required)
- (5) Please specify Who and When the RN is communicated. (required)
- (6) Select by check marking the type of RN communication. You may select “other” if you are unsure of the type of communication. (required)
- (7) Enter a description of your notification. Provide the mode/method of your communication. If required, you may attach a document. Please name this document in the description box. (optional)
- (8) Enter any additional information, reference documents, and/or web site information (e.g., URL) (optional)
- (9) Select by check marking the OSS interface which the RN addresses. You may select “Other” if you are unsure of which system to select. (required for Systems RNs ONLY)
- (10) Select by check making the Product(s) which the RN addresses. You may select “Other” if you are unsure of which Product(s) to select. (required for Product RNs ONLY)
- (11) Select by check marking the Process area the RN addresses (required for Process RNs ONLY)
- (12) Select by check marking the Product(s) impacted by this Process RN (required for Process RNs ONLY)

The Qwest CICMP Manager will complete the log #, status, and remainder of the form.

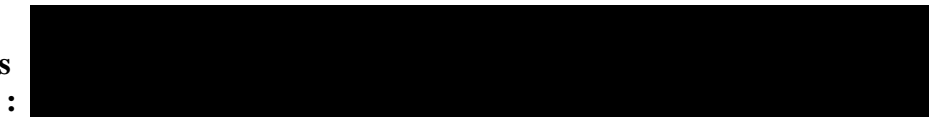
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Qwest Release Notification Form (Sample)

Log #



Status



Submitted By:

Date Submitted:

(1)

Contact Information:

(2)

Name, title, email, phone #

Title of Notification:

(3)

Area of Release Notification: Please check mark ✓ as appropriate and fill out the appropriate section below (4)

- System, Product, Process checkboxes

Communicated To:

(5)

Date Communicated:

Please check mark ✓ as appropriate

- Co-Provider Industry, Team, Public, IMA EDI current users, IMA GUI current and potential new users, IMA CD Disclosure, Document Recipients checkboxes

Type of Notification:

Please check mark ✓ as appropriate

(6)

- Target Release Date, Target Release Life Cycle, Co-Provider Change Request Options for a Release, Release Baseline Candidates with Descriptions, Draft Developer Worksheets, Disclosure Document, Recertification Notices, Disclosure Document Addendum, Training Schedule, Release Notes Description, Release Notes, Point Release Notes Description, Point Release Notes, System Available Times checkboxes

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Co-Provider Industry Change Management Process

Qwest Wholesale Program

- New Product Product Retirement
- Product Enhancement
- Other

Please describe

Description of Notification: (e.g., mode/method of message and timing of delivery)

(7)

Additional Information: (e.g., web sites)

(8)

System Release Notification Section

Interfaces Impacted: (9) Please check mark as appropriate

- | | | | |
|--------------------------------|--------------------------------------|---|---|
| <input type="checkbox"/> CTAS | <input type="checkbox"/> IMA EDI | <input type="checkbox"/> MEDIACC | <input type="checkbox"/> TELIS |
| <input type="checkbox"/> EXACT | <input type="checkbox"/> IMA GUI | <input type="checkbox"/> Product Database | <input type="checkbox"/> Wholesale Billing Interfaces |
| <input type="checkbox"/> HEET | <input type="checkbox"/> Other _____ | | |

Please describe

Product Release Notification Section

Products Impacted: Please check mark all that apply (If "Other" please describe further)

- | | | | | |
|--|--------------------------------------|--|---|---------------------------------|
| <input type="checkbox"/> LIS/Interconnection | <input type="checkbox"/> Collocation | <input type="checkbox"/> UNE | <input type="checkbox"/> Ancillary | <input type="checkbox"/> Resale |
| <input type="checkbox"/> EICT | <input type="checkbox"/> Physical | <input type="checkbox"/> Switching | <input type="checkbox"/> AIN | |
| <input type="checkbox"/> Tandem Trans./TST | <input type="checkbox"/> Virtual | <input type="checkbox"/> Transport (incl. EUDIT) | <input type="checkbox"/> DA | |
| <input type="checkbox"/> DTT/Dedicated Transport | <input type="checkbox"/> Adjacent | <input type="checkbox"/> Loop | <input type="checkbox"/> Operation Services | |
| <input type="checkbox"/> Tandem Switching | <input type="checkbox"/> ICDF Collo. | <input type="checkbox"/> UNE – P | <input type="checkbox"/> INP/LNP | |
| <input type="checkbox"/> Local Switching | <input type="checkbox"/> Other _____ | <input type="checkbox"/> EEL (UNE-C) | <input type="checkbox"/> Other _____ | |
| <input type="checkbox"/> Other _____ | | <input type="checkbox"/> UDF | | |
| | (10) | <input type="checkbox"/> Other _____ | | |

Process Release Notification Section

Area Impacted: Please check mark all that apply

- Pre-Ordering
- Ordering (11)
- Billing
- Repair Other _____

Please Describe

Products Impacted: (12) Please check mark as appropriate and list specific products within product group, if applicable

- | | | | |
|--------------------------------------|-------|--|-------|
| <input type="checkbox"/> Centrex | _____ | <input type="checkbox"/> Resale | _____ |
| <input type="checkbox"/> Collocation | _____ | <input type="checkbox"/> SS7 | _____ |
| <input type="checkbox"/> EEL (UNE-C) | _____ | <input type="checkbox"/> Switched Services | _____ |

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Co-Provider Industry Change Management Process

Qwest Wholesale Program

<input type="checkbox"/> Enterprise Data Services _____	<input type="checkbox"/> UDIT _____	
<input type="checkbox"/> LIDB _____	<input type="checkbox"/> Unbundled Loop _____	
<input type="checkbox"/> LIS _____	<input type="checkbox"/> UNE-P _____	
<input type="checkbox"/> LNP _____	<input type="checkbox"/> Wireless _____	
<input type="checkbox"/> Private Line _____	<input type="checkbox"/> Other _____	
Please describe _____	Please describe _____	Please describe _____

This Section to be Completed by Qwest CICMP Manager

Status, Evaluation and Implementation Comments:

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Qwest Release Notification Status Listing

New RNs going through Qwest CICMP Manager Validation

- New – To be validated
- New – To be clarified
- New – To be industry reviewed

After Industry Team review

- Completed

**ATTACHMENT D – RELEASE DOCUMENTATION DISTRIBUTION
SCHEDULE**

This information pertains to IMA Releases only, and primarily for the EDI implementations. The GUI information is covered in the Release Notes but there are no CLEC code changes required for the GUI interface.

- Baseline Candidates with Descriptions - 1 week after *Scope Commit
- Draft Developer Worksheets - 1 week after Scope Commit
- Disclosure Document - 5 weeks before the Qwest Implementation of a Release
- Release Notes - 3 weeks before the Qwest Implementation of a Release
- Addendum to the Disclosure Document - 2 weeks after the Qwest Implementation of a Release

*Scope Commit is when the IMA Release Manager announces the firm Release Date.



Qwest Wholesale Program

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

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

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

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

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I INTRODUCTION

I.I Description

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

I.II Guidelines

The following are CICMP – Escalation guidelines:

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

I.III Objective

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

II ESCALATION PROCESS DESCRIPTIONS

II.I Process Description – Systems Escalation Process

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

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

SGAT Exhibit H

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

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

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

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Activity	1.3 Respond to Escalation
	➤ If required, Co-Provider Industry Team Conference Call
Responsibility	Qwest Wholesale Director -- Interconnection and Product Services
Interval	Within 4 business days after 1.2 Receive/Forward Escalation.

Activity	1.4 Review Response and Determine if Escalation Continues
Description	Co-Provider reviews Qwest escalation response. If the Co-Provider decides to continue the escalation, the Co-Provider will forward Qwest email responding to the escalation to CICMP Manager with any additional information.
Input(s)	Response to escalation email from the appropriate Qwest Wholesale Director
Output(s)	➤ Continued escalation email to CICMP Manager Or ➤ Qwest escalation response has been accepted as closure to the item
Responsibility	Co-Provider CR Manager
Interval	Within 5 days after email receipt of 1.3 Respond to Escalation the Co-Provider may continue escalation or the Qwest escalation response has been accepted as closure to the item

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

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

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II.II Process Description – Product Escalation

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

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

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

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

Activity	1.3 Respond to Escalation
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Activity	1.3 Respond to Escalation
Description	The appropriate Qwest Wholesale Product Director will respond to the escalation item with Qwest's position and explanation of that position. 1.3.1 If Qwest's position suggests a change in the current course of action for a CR, Qwest will conduct a Co-Provider Industry Team conference call within 1 business day after the Qwest decision in order to arrive at an industry consensus.
Input(s)	➤ Escalation Email
Output(s)	➤ Responding escalation email to Co-Provider from appropriate Qwest Wholesale Product Director. Copy to Qwest CICMP Manager ➤ If required, Co-Provider Industry Team Conference Call
Responsibility	Qwest Wholesale Product Director
Interval	Within 4 business days after 1.2 Receive/Forward Escalation.

Activity	1.4 Review Response and Determine if Escalation Continues
Description	Co-Provider reviews Qwest escalation response. If the Co-Provider decides to continue the escalation, the Co-Provider will forward Qwest email responding to the escalation to CICMP Manager with any additional information.
Input(s)	Response to escalation email from the appropriate Qwest Wholesale Product Director.
Output(s)	➤ Continued escalation email to CICMP Manager Or ➤ Qwest escalation response has been accepted as closure to the item
Responsibility	Co-Provider CR Manager
Interval	Within 5 days after email receipt of 1.3 Respond to Escalation the Co-Provider may continue escalation or the Qwest escalation response has been accepted as closure to the item

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

Activity	1.6 Respond to Continued Escalation
Description	The Qwest Sr. Director – Wholesale Product Marketing will respond to the escalation item with Qwest's position and explanation of that position.

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

II.III Process Description – Process Escalation

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

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

Activity Name	1.1 Initiate an Escalation
Description	After the discussion of a CR at the Co-Provider Industry Team Meeting, the Co-Provider CR Manager decides to escalate the CR based on its impact to the Co-Provider.
Input(s)	Co-Provider CR with a status of one of the following: ➤ Reviewed – Under Consideration ➤ Reviewed – Release Baseline Candidate ➤ Cancelled – Co-Provider Industry Team ➤ Cancelled -- Other
Output(s)	➤ Email to Qwest CICMP Manager. The email will include: ➤ Subject: (Co-Provider Name) Escalation of CR# ____ ➤ Title and description of escalation item ➤ History of Item ➤ Co-Provider desired outcome ➤ Impact to Co-Provider of not meeting desired outcome
Responsibility	Co-Provider CR Manager
Interval	2 business days following the Co-Provider Industry Team Meeting

Activity	1.2 Receive/Forward Escalation
Description	Receive Co-Provider escalation email. Forward the escalation to the Qwest Director – Interconnect Operations Process Management
Input(s)	➤ Email to Qwest CICMP Manager.

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

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

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

Activity	1.5 Receive/Forward Continue Escalation
Description	Receive Co-Provider continue escalation email. Forward the continue

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

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