

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>	
Name:	<u>TCG-Oregon</u>	<u>Qwest Corporation</u>	<u>Don Mason</u>
Address:	<u>1875 Lawrence St., Rm. 15-21</u>	<u>Director-Interconnect</u>	<u>Qwest Corporation</u>
	<u>Denver, CO 80202</u>	<u>1801 California St., Ste. 2401</u>	<u>421 S.W. Oak, Ste. 810</u>
		<u>Denver, CO 80202</u>	<u>Portland, OR 97204</u>

2. PRIMARY CONTACT PERSON FOR PROCESSING INFORMATION:

Name:	<u>Jamaica L. Wilson</u>	Phone:	<u>(503) 727-2081</u>
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	<u>Portland, OR 97204</u>		

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 _____, Order No(s). _____
- 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 2, (1),(2),(3),(4,5),(6), Order No(s). 97-175,01-183,01-242,01-914,02-166,02-278
 If original agreement was an adoption, what was its docket number? Docket ARB _____
- Other:** Please explain.

**Unbundled Network Elements (UNE), Unbundled Loops, Subloop Unbundling, Network Interface Device (NID) and Unbundled Dark Fiber
Amendment Number 8
to the Interconnection Agreement between
Qwest Corporation and
TCG-Oregon
for the State of Oregon**

This is an Amendment to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and TCG-Oregon ("CLEC"). CLEC and Qwest shall be known jointly as the "Parties".

RECITALS

WHEREAS, CLEC and Qwest entered into an Interconnection Agreement ("Agreement") for service in the state of Oregon which was approved by the Oregon Public Utility Commission ("Commission"); and

WHEREAS, the Parties wish to amend the Agreement further under the terms and conditions contained herein.

AGREEMENT

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

A. Amendment Terms

The Agreement is hereby amended by adding terms, conditions and rates for Unbundled Network Elements (UNE), Unbundled Loops, Subloop Unbundling, Network Interface Device (NID) and Unbundled Dark Fiber as set forth in Attachments 1, 2, 3, 4 and 5 and Exhibits A, B and C to this Amendment, attached hereto and incorporated herein by this reference.

B. Effective Date

This Amendment shall be deemed effective upon approval by the Commission; however, the Parties agree to implement the provisions of this Amendment upon execution. Qwest acknowledges that, in advance of execution of this Amendment, CLEC completed and provided to Qwest New Product Questionnaires for the products and services addressed by this Amendment. Within a reasonable amount time, CLEC may place orders for the products and services addressed by this Amendment and Qwest shall process such orders as set forth in the Agreement, as modified by this Amendment.

C. Further Amendments

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both Parties'

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

D. Entire Agreement

This Amendment (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of this Amendment and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of this Amendment.

E. Reservation of Rights

Qwest acknowledges that CLEC believes that the rates, terms and conditions set forth in this Amendment should be altered. The Parties acknowledge that the rates, terms and conditions set forth in this Amendment are taken from Qwest's SGAT which is currently under review by the Commission for impasse resolution as part of Qwest's application under Section 271 of the Act. If rates, terms or conditions set forth in Qwest's SGAT, from which provisions of this Amendment were taken, are modified by order of the Commission, the Parties shall amend this Agreement to incorporate such changes. The rates, and to the extent practicable, other terms and conditions contained in a modification to this Amendment that results from SGAT changes ordered by the Commission will relate back to the date this Amendment was executed. The Parties enter into this Amendment without prejudice to or waiver of any of their respective rights to challenge the terms and conditions of this Amendment under the Act, FCC or Commission rules.

TCG-Oregon

Michael Hydock
Signature

MICHAEL HYDOCK
Name Printed/Typed

DIST. MGR - ICA_s
Title

8/7/02
Date

Qwest Corporation

L. T. Christensen
Signature

L. T. Christensen
Name Printed/Typed

Director - Business Policy
Title

8/14/02
Date

ATTACHMENT 1

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 the Agreement by amendment. CLEC and Qwest agree that the UNEs identified herein are not exclusive and that pursuant to changes in FCC rules, state laws, or the Bona Fide Request Process, CLEC 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 CLEC 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 CLEC with a meaningful opportunity to compete. For the period of time Qwest provides access to CLEC to an Unbundled Network Element, CLEC 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 Amendment, all provisions of this Amendment 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 service or its Eligible Telecommunications Carrier (ETC) obligation to provide basic Local Exchange Service. Should Qwest have an obligation to build under both POLR and ETC, then Qwest shall build consistent with the greater of its POLR or ETC obligations. CLEC 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 the 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, CLEC 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 CLEC's request to that engineering job and send CLEC a jeopardy notice. Upon completion of the engineering job, Qwest will send CLEC 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 CLECs request as follows:

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

9.1.2.1.4 Qwest will provide CLEC 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). CLEC acknowledges that Qwest does not warrant or guarantee the estimated Ready for Service dates. CLEC also acknowledges that funded Qwest outside plant engineering jobs may be modified or cancelled at any time.

9.1.3 Qwest will provide a connection between Unbundled Network Elements and a Demarcation Point. Such connection is an Interconnection Tie Pair (ITP). An ITP is required for each Unbundled Network Element or ancillary service delivered to CLEC. The ITP provides the

connection between the Unbundled Network Element and the ICDF or other Demarcation Point. The ITP is ordered in conjunction with a UNE. The charges for the ITP are contained in Exhibit A. CLEC may order regeneration along with an ITP. The ITP may be ordered per termination. The Demarcation Point shall be:

- (a) at CLEC-provided Cross Connection equipment located in CLEC's Virtual or Physical Collocation Space; or
- (b) if CLEC elects to use ICDF Collocation, at the Interconnection Distribution Frame (ICDF); or
- (c) if CLEC elects to use an ICDF in association with Virtual or Physical Collocation, at the ICDF; or
- (d) if CLEC 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 Demarcation Point mutually-agreed to by the Parties.

9.1.4 CLEC may connect Network Elements in any Technically Feasible manner. Qwest will provide CLEC with the same features, functions and capabilities of a particular element or combinations of elements that Qwest provides to itself. Qwest will provide CLEC 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 CLEC), so that CLEC 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 CLEC in a manner that allows CLEC to combine such elements to provide any Telecommunications Services. Qwest shall not in any way restrict CLECs 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 CLEC) except as Qwest may be expressly permitted or required by Existing Rules.

9.1.5 Except as set forth in 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.

9.1.5.1. When elements are provisioned by Qwest on an individual element basis (whether or not such elements are combined by CLEC with other elements provided by Qwest or CLEC):

- a) Qwest will perform testing necessary or reasonably requested by CLEC, to determine that such UNE is capable of meeting the technical parameters established for each UNE.
- b) Qwest will repair and maintain such element to ensure that UNE continues to meet the technical parameters established for each UNE. CLEC is responsible for the end-to-end transmission and circuit functionality testing for UNE Combinations created by CLEC.

c) Qwest will cooperate with CLEC in any Technically Feasible testing necessary or reasonably requested by CLEC to assist in determining end-to-end transmission and circuit functionality of such UNE.

9.1.5.2. When elements are provisioned by Qwest in combination:

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

b) Qwest will repair and maintain such combination and each UNE included in such combination to ensure that such UNE continues to meet the technical parameters of the combination.

c) Qwest will cooperate with CLEC in any Technically Feasible testing necessary or reasonably requested by CLEC to determine end-to-end transmission and circuit functionality of such combination.

9.1.6 Installation intervals for Unbundled Network Elements are contained in Exhibit B.

9.1.7 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.

9.1.8 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 CLEC. 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.

9.1.9 Exhibit A contains the rates for Unbundled Network Elements.

9.1.10 Miscellaneous Charges are in addition to nonrecurring and recurring charges set forth in Exhibit A. Miscellaneous Charges apply to activities CLEC requests Qwest perform, activities CLEC authorizes, or charges that are a result of CLECs actions, such as cancellation charges. Rates for Miscellaneous Charges are contained in Exhibit A. Unless otherwise provided for in this Amendment, no additional charges will apply.

9.1.11 Notwithstanding any reference, definition or provision to the contrary, a CLEC may provide any technically feasible data or voice Telecommunications Service allowed by law over any Loop or Loop portion of a UNE combination, including without limitation, "voice" services over high frequency portions of any Loop or "data" services over any low frequency portion of any Loop, provided such services do not interfere with "voiceband" or "data band" transmission parameters in accordance with FCC rules as more particularly described in this Amendment.

Any related equipment provided by CLEC to deliver Telecommunications Services contemplated by this section must comply with appropriate ANSI standards such as T1.417 and T1.413. Other references to the voice or voice band portion of the Loop in this Amendment will mean the low frequency portion of the Loop.

ATTACHMENT 2

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 "Demarcation Point" – is defined for purposes of this section as the point where Qwest owned or controlled facilities cease, and CLEC, end user, owner or landlord ownership of facilities begins.

9.2.2 Terms and Conditions

9.2.2.1 Qwest shall provide CLEC, 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 analogue, 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 B 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 CLEC'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, CLEC 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 CLEC 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 CLEC 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 CLEC.

9.2.2.2.2 If there are state service quality rules in effect at the time CLEC 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 CLEC, 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 CLEC 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 CLEC(s) 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 CLEC 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 CLEC orders a 2/4 wire non loaded or ADSL

compatible Unbundled Loop for a Customer served by a digital Loop carrier system, Qwest will conduct an assignment process which considers the potential for a LST or alternative copper facility. If no copper facility capable of supporting the requested service is available, then Qwest will reject the order.

9.2.2.4 Non-Loaded Loops. CLEC may request that Qwest provide a non-loaded Unbundled Loop. In the event that no such facilities are available, CLEC may request that Qwest condition existing spare facilities. CLEC may indicate on the LSR that it pre-approves conditioning if conditioning is necessary. If CLEC has not pre-approved conditioning, Qwest will obtain CLEC's consent prior to undertaking any conditioning efforts. Upon CLEC 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 Tap to provide CLEC with a non-loaded Loop. CLEC will be charged the nonrecurring conditioning charge (i.e., cable unloading and Bridged Tap removal), if applicable, in addition to the Unbundled Loop installation nonrecurring charge.

9.2.2.5 When CLEC 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 CLEC to meet their specific needs. If Extension Technology is requested by CLEC, but is not required to meet the technical standards, then Qwest will provide the requested Extension Technology and will charge CLEC. 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. CLEC will be charged an Extension Technology recurring charge in addition to the Unbundled Loop recurring charge, if applicable, as specified in Exhibit A. The ISDN Capable Loop may also require conditioning (e.g., removal of loads or Bridged Tap).

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, CLEC 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 Demarcation Point 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 CLEC access to Loop qualification information in a nondiscriminatory manner and will provide CLEC the same Loop qualification information available to Qwest.

9.2.2.8.1 ADSL Loop Qualification Tool. CLEC 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 Tools. If CLEC has a digital certificate, CLEC may access the Wire Center Raw Loop Data Tool, via: <https://ecom.qwest.com/rld/>. The Wire Center Raw Loop Data Tool provides CLEC 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 Tap length by segment, Bridged Tap offset distance, load coil type, and pair gain type. CLEC 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 CLEC 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 Tap length by segment, Bridged Tap 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 CLECs through IMA-GUI or IMA-EDI. This tool informs CLEC 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 CLECs 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 CLECs through IMA-GUI or IMA-EDI. This tool permits CLEC to view information on multiple lines and will inform CLEC 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. 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 CLEC to notify CLEC 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 CLEC. 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 CLEC.

9.2.2.9.1.3 For basic installation of existing 2/4 wire analog Loops, Qwest provides a Quick Loop option that enables CLEC to receive the Quick Loop installation interval as set forth in Exhibit B. 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 CLEC. 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 CLEC on close-out and email the performance test results within two (2) business days to a single, designated CLEC 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 CLEC by the Qwest Implementor/Tester on close-out. Within two (2) business days, Qwest will email the performance test results to a single, designated CLEC 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, CLEC must designate a specific "Appointment Time" when it submits the LSR. On the Due Date (DD), at the CLEC designated "Appointment Time", the Qwest Implementor/Tester contacts CLEC to ensure CLEC is ready for installation. If CLEC is not ready within thirty (30) minutes of the scheduled appointment time, then CLEC 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 CLEC 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 CLEC requests. Upon completion of Qwest performance testing, the Qwest Implementor/Tester will contact CLEC, read the Qwest test results, and begin CLEC cooperative testing. Within two (2) business days, Qwest will email the Qwest test results to a single, designated CLEC office email address. CLEC will be charged for any Provisioning test CLEC 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 CLEC, read the Qwest test results, and begin CLEC cooperative testing. Within two (2) business days, Qwest will email the Qwest test results to a single, designated CLEC office email address. CLEC 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, CLEC must designate a specific "Appointment Time" when it submits the LSR. On the Due Date (DD), at the CLEC designated "Appointment Time", the Qwest Implementor/Tester contacts CLEC to ensure CLEC is ready for installation. If CLEC is not ready within thirty (30) minutes of the scheduled appointment time, then CLEC 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 CLEC the ability to coordinate the conversion activity. The Qwest Implementor advises CLEC 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. CLEC will not receive test results. When installation is complete, Qwest will notify CLEC.

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 CLEC. Upon completion of Qwest performance testing, the Qwest Implementor/Tester will contact CLEC, read the Qwest test results, and begin CLEC cooperative testing. Within two (2) business days, Qwest will email the Qwest test results to a single, designated CLEC office email address. CLEC 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 CLEC still desires cooperative testing, the Parties will attempt to set a new appointment time on the same Day and, if unable to do so, Qwest will issue a jeopardy notice and a FOC with a new Due Date.

9.2.2.9.6 Performance Testing. Qwest performs the following performance tests for various Loop types:

2-Wire and 4-Wire Analog Loops

No Opens, Grounds, Shorts, or Foreign Volts

Insertion Loss = 0 to -8.5 dB at 1004 Hz

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

2-Wire and 4-Wire Non-Loaded Loops

No Load Coils, Opens, Grounds, Shorts, or Foreign Volts

Insertion Loss = 0 to -8.5 dB at 1004 Hz

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

Basic Rate ISDN and xDSL-I Capable Loops

No Load Coils, Opens, Grounds, Shorts, or Foreign Volts

Insertion Loss = \leq 40 dB at 40 kHz

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

DS1 Capable Loops

No Load Coils, Opens, Grounds, Shorts, or Foreign Volts

DS3 Capable Loops

Continuity Testing

ADSL Compatible Loops

No Load Coils, Opens, Grounds, Shorts, or Foreign Volts

Insertion Loss = ≤ 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 CLEC to obtain a coordinated installation for Unbundled Loops with or without LNP, where CLEC 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 CLEC. 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 CLEC for an agreed upon FDT, prior to issuing the Firm Order Confirmation (FOC). In special cases where CLEC 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 CLEC 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 CLEC 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.

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 CLEC. If the Project Coordinated Installation includes LNP, CLEC will also have appropriate personnel scheduled for the negotiated FDT. If CLEC's information is modified during the installation, and, as a result, non-scheduled employees are required, CLEC 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, CLEC will be charged a one person three (3) hour minimum charge. For Project Coordinated Installations with LNP, if the Coordinated Installation is cancelled due to a Qwest error or a new Due Date is requested by Qwest, within twenty-four (24) hours of the negotiated FDT, Qwest may be charged by CLEC one person three (3) hour minimum charge as set forth in Exhibit A.

9.2.2.9.7.5 If CLEC orders Project Coordinated Installation with LNP and in the event the LNP conversion is not successful, CLEC and Qwest agree to isolate and fix the problem in a timeframe acceptable to CLEC or the Customer. If the problem cannot be corrected within an acceptable timeframe to CLEC or the Customer, CLEC may request the restoral of Qwest service for the ported Customer. Such restoration shall begin immediately upon request. If CLEC 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 CLEC.

9.2.2.9.7.6 If CLEC 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. Multiplexing is offered in DS3 to DS1 and DS1 to DS0 configurations. Except as specifically set forth in Section 9.2, CLEC may order multiplexing, including conversion from special access or private line circuits, for Unbundled Loops under the rates, terms and conditions for multiplexing of Enhanced Extended Loop (EEL), in the UNE Combinations Section. The requirements with respect to providing a significant amount of local exchange traffic under the UNE Combinations Section shall not apply to conversions to Unbundled Loop.

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 the Agreement.

9.2.2.12 If there is a conflict between an end user (or its respective agent) and CLEC regarding the disconnection or Provisioning of Unbundled Loops, Qwest will advise the end user to contact CLEC, and Qwest will initiate contact with CLEC.

9.2.2.13 Facilities and lines Qwest furnishes on the premises of CLEC's end user up to and including the 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 CLEC personnel to accommodate testing, inspection repair and maintenance of such facilities and lines. CLEC 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 the Agreement.

9.2.2.14 Reuse of Loop Facilities.

9.2.2.14.1 When an end user contacts Qwest with a request to convert their local service from CLEC to Qwest, Qwest will notify CLEC of the loss of the end user, and will disconnect the Loop Qwest provided to CLEC. Qwest will disconnect the Loop only where Qwest has obtained proper Proof of Authorization.

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

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

9.2.2.14.4 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. Recurring charges vary based on CLEC 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.

9.2.3.3.1 DS0, DS1 and DS3 Capable Loop, OCn Conversion Nonrecurring rates associated with the conversion of special access or private lines to Unbundled Loops.

9.2.3.4 Extension Technology Recurring and 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 CLEC.

9.2.3.6 Miscellaneous Charges 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 For coordinated installations scheduled to commence Out of Hours, or rescheduled by CLEC to commence Out of Hours, CLEC 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 the 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, CLEC 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, CLEC can determine if the

circuit can meet the technical parameters for the specific service CLEC 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, CLEC 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 CLEC seeks to order.

9.2.4.3.1.1 Based on the Loop make up information provided through Qwest tools, CLEC must determine whether conditioning is required to provide the xDSL service it intends to offer. If Loop conditioning is required, CLEC may authorize Qwest to perform such Loop conditioning on its LSR. If CLEC does not pre-approve Loop conditioning, Qwest will assume that CLEC has determined that Loop conditioning is not necessary to provide the xDSL service CLEC seeks to offer. If CLEC or Qwest determines that conditioning is necessary, and CLEC authorizes Qwest to perform the conditioning, Qwest will perform the conditioning. CLEC will be charged for the conditioning in accordance with the rates in Exhibit A. If Qwest determines that conditioning is necessary and CLEC has not previously authorized Qwest to perform the conditioning on the LSR, Qwest will send CLEC a rejection notice indicating the need to obtain approval for conditioning. The CLEC 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 CLEC 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 CLEC with a firm Due Date commitment or indication that appropriate facilities are not available to fill CLEC's order.

9.2.4.3.1.2.1 If CLEC 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 CLEC has not pre-approved Loop conditioning and Qwest determines that the Loop contains load coils, Qwest will notify CLEC via a reject notification. CLEC 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 If appropriate facilities are not available to fill CLEC's order, and a facility build that would satisfy CLEC's order is not scheduled and funded, Qwest will send CLEC a rejection notice and cancel the order.

9.2.4.4 Installation intervals for all Unbundled Loops are defined in Exhibit B. 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 CLEC places an order for an Unbundled Loop with Qwest that is complete and accurate, Qwest will reply to CLEC 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 CLEC 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 CLEC request, Qwest will convert special access or private line circuits to Unbundled Loops, with or without multiplexing, provided the service terminates at the Collocation in the Serving Wire Center. If multiplexing is not involved, then the Loop conversion ordering process applies. However, if the conversion includes multiplexing, then the ordering process associated with the conversion to EELs applies. The requirements with respect to providing a significant amount of local exchange traffic under the UNE Combinations Section shall not apply to conversions to Unbundled Loop.

9.2.4.7 When ordering Unbundled Loops, CLEC is responsible for obtaining or providing facilities and equipment that are compatible with the service CLEC seeks to provide.

9.2.4.8 The installation interval for xDSL Loops depends on the need to condition the Loop.

9.2.4.8.1 When load coils and Bridged Tap do not exist, CLEC may request the standard Due Date interval, which will apply upon submission of a complete and accurate LSR.

9.2.4.8.2 When load coils and/or Bridged Taps do exist,

CLEC will request the minimum fifteen (15) business days Desired Due Date. CLEC can determine the existence of load coils or Bridged Tap by using one of the Loop make-up tools. CLEC may pre-approve line conditioning on the LSR and, by doing so, CLEC agrees to pay any applicable conditioning charges. If CLEC 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 CLEC approves the conditioning charges.

9.2.4.9 Out of Hours Coordinated Installations.

9.2.4.9.1 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.

9.2.4.9.2 CLEC may request an Out of Hours Coordinated Installation outside of Qwest's standard installation hours.

9.2.4.9.3 To request Out of Hours Coordinated Installations, CLEC will submit an LSR designating the desired appointment time. CLEC must specify an Out of Hours Coordinated Installation in the Remarks section of the LSR.

9.2.4.9.4 The date and time for Out of Hours Coordinated Installations may need to be negotiated between Qwest and CLEC 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 CLEC 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. CLEC will perform trouble isolation on the Unbundled Loop and any associated ancillary services prior to reporting trouble to Qwest. CLEC shall have access for testing purposes at the Demarcation Point. Qwest will work cooperatively with CLEC to resolve trouble reports when the trouble condition has been isolated and found to be within a portion of Qwest's network. Qwest and CLEC 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 CLEC requests that Qwest perform trouble isolation with CLEC, a Maintenance of Service charge will apply if the trouble is found to be on the end user's side of the Demarcation Point. If the trouble is on the end user's side of the Demarcation Point, and CLEC authorizes Qwest to repair the trouble on CLEC's behalf, Qwest will charge CLEC the appropriate Additional Labor Charges set forth in Exhibit A in addition to the Maintenance of Service charge.

9.2.5.3 When CLEC elects not to perform trouble isolation and Qwest performs tests on the Unbundled Loop at CLEC'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 the Agreement. Maintenance of Service charges are set forth in Exhibit A.

9.2.5.4 Qwest will maintain detailed records of trouble reports of CLEC-ordered Unbundled Loops comparing CLEC 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 CLECs by Qwest. Based on this analysis, Qwest will take corrective measure to fix persistent and recurrent problems, reporting to CLECs 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 CLEC 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, CLEC will provide Qwest with appropriate information using NC/NCI codes to describe the Power Spectral Density mask (PSD) for the type of technology CLEC will deploy. CLEC 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 CLEC 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.

9.2.6.2.1 CLEC information provided to Qwest pursuant to Section 9.2.6.2 shall be deemed Confidential Information and Qwest may not distribute, disclose or reveal, in any form, this material other than as allowed and described in subsections of 9.2.6.2.

9.2.6.2.2 The Parties may disclose, on a need to know basis only, CLEC Confidential Information provided pursuant to Section 9.2.6.2, to legal personnel, if a legal issue arises, as well as to network and growth planning personnel responsible for spectrum management functions. In no case shall the aforementioned personnel who have access to such Confidential Information be involved in Qwest's retail marketing, sales or strategic planning.

9.2.6.3 If CLEC wishes to deploy new technology not yet designated with

a PSD mask, Qwest and CLEC agree to work cooperatively to determine Spectrum Compatibility. Qwest and CLEC 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 Where such T1s interfere with other services, Qwest must, to the extent technically feasible, replace its T1s with a technology that will eliminate interference problems within 90 days. If there is no technically feasible alternative, Qwest or CLEC may petition the Commission to resolve the dispute regarding the alleged interference.

9.2.6.5 If either Qwest or CLEC 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 CLEC with binder group information including cable, pair, carrier and PSD class to allow CLEC to notify the causing Carrier.

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

9.2.6.7 Where CLEC demonstrates to Qwest that it has deployed Central Office-based DSL services serving a reasonably defined area, it shall be entitled to require Qwest to take appropriate measures to mitigate the demonstrable adverse effects on such service that arise from Qwest's use of repeaters or remotely deployed DSL service in that area. It shall be presumed that the costs of such mitigation will not be chargeable to any CLEC or to any other Customer; however, Qwest shall have the right to rebut this presumption, which it may do by demonstrating to the Commission by a preponderance of the evidence that the incremental costs of mitigation would be sufficient to cause a substantial effect upon other Customers (including but not limited to CLECs securing UNEs) if charged to them. Upon such a showing, the Commission may determine how to apportion responsibility for those costs, including, but not limited to CLECs taking services under this Amendment.

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. CLEC may submit any claims for resolution under the Dispute Resolution Section of the Agreement.

ATTACHMENT 3

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).

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.

9.3.1.1.1.1 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.

9.3.1.1.1.2 Detached Terminals: All accessible terminals other than MTE Terminals.

9.3.1.2 Standard Subloops available.

- a) Two-Wire/Four Wire Unbundled Distribution Loop
- b) DS1 Capable Unbundled Feeder Loop
- c) Two-Wire/Four Wire Non-loaded Distribution Loop
- d) Intrabuilding Cable Loop

9.3.1.3 Standard Subloop Access

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

9.3.1.4 Field Connection Point

9.3.1.4.1 Field Connection Point (FCP) is a Demarcation Point that allows CLEC to interconnect with Qwest outside of the Central Office location where it is Technically Feasible. The FCP interconnects CLEC 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 that CLEC places equipment in a Qwest Premises that requires power and or heat dissipation, such Collocation is governed by the Terms of the Collocation Section of the Agreement 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, CLEC may place the FCP in an adjacent terminal. CLEC will have access to the equipment placed within the Collocation for maintenance purposes. However, CLEC will not have access to the FCP Interconnection point.

9.3.1.5 MTE Point of Interconnection (MTE-POI)

9.3.1.5.1 A MTE-POI is necessary when CLEC is obtaining access to the Distribution Loop or Intrabuilding Cable Loop from an MTE Terminal. CLEC must create the cross-connect field at the building terminal that will allow CLEC to connect its facilities to Qwest's Subloops. The Demarcation Point between CLEC 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 the 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 CLEC where facilities are available pursuant to the Special Request Process in Exhibit C.

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. CLEC 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 CLEC requests a Non-Loaded Unbundled Distribution Loop and there are none available, Qwest will contact CLEC to determine if CLEC 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). CLEC may be charged the cable unloading and Bridged Tap removal nonrecurring charge in addition to the Unbundled Loop installation nonrecurring charge. If a Qwest technician is dispatched and no load coils or Bridged Taps are removed, the nonrecurring conditioning charge will not apply. CLEC 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 CLEC accesses Subloop in a campus environment from an accessible terminal that serves multiple buildings, CLEC 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 CLEC can access the Subloop without placing facilities in a Qwest Premises.

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

9.3.3.4 CLEC will work with the MTE building owner to determine where to terminate its facilities within the MTE. CLEC will be responsible for all work associated with bringing its facilities into and terminating the facilities in the MTE. CLEC shall seek to work with the building owner to create space for such terminations without requiring Qwest to rearrange its facilities.

9.3.3.5 If there is space in the building for CLEC to enter the building and terminate its facilities without Qwest having to rearrange its facilities, CLEC must seek to use such space. In such circumstances, an inventory of CLEC'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 CLEC, in addition to the interval set forth in Section 9.3.5.4.1, to complete an inventory of CLEC'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 CLEC of the extended interval Qwest believes is necessary to complete the work. CLEC may dispute the need for, and the duration of, an extended interval, in which case Qwest must request a waiver from the Commission to obtain the extended interval.

9.3.3.6 If CLEC connects Qwest's Subloop element to CLEC's facilities using any temporary wiring or cut-over devices, CLEC 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 CLEC to place its building terminal or no accessible terminal from which CLEC can access such Subloop elements, and Qwest and CLEC are unable to negotiate a reconfigured Single Point of Interconnection (SPOI) to serve the MDU, Qwest will either rearrange facilities to make room for CLEC or construct a single point of access that is fully accessible to and suitable for CLEC. In such instances, CLEC 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 CLEC, Qwest shall have forty-five (45) calendar Days from receipt of a written request from CLEC 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 CLEC of the extended interval Qwest believes is necessary to complete the work. CLEC may dispute the need for, and the duration of, an extended interval, in which case Qwest must request a waiver from the Commission to obtain an extended interval.

9.3.3.7.2 If Qwest must construct a new Detached Terminal that is fully accessible to and suitable for CLEC, the interval for completion shall be negotiated between the Parties on an Individual Case Basis.

9.3.3.7.3 CLEC 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. CLEC 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, CLEC may opt to use Adjacent Collocation to the extent it is Technically Feasible. Such adjacent access shall comport with NEBS Level 1 safety standards

9.3.4.3 Field Connection Point

9.3.4.3.1 Qwest is not required to build additional space for CLEC to access Subloop elements. When Technically Feasible, Qwest shall allow CLEC to construct its own structure adjacent to Qwest's accessible terminal. CLEC shall obtain any necessary authorizations or rights of way required and shall coordinate its facility placement with Qwest, when placing their facilities adjacent to Qwest facilities. Obstacles that CLEC may encounter from cities, counties, electric power companies, property owners and similar third parties, when it seeks to interconnect its equipment at Subloop access points, will be the responsibility of CLEC to resolve with the municipality, utility, property owner or other third party.

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

9.3.4.3.3 CLEC must identify the size and type of cable that will be terminated in the Qwest FCP 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 CLEC if Technically Feasible, all reconfiguration costs to be borne by CLEC. In this situation only, Qwest shall seek to obtain any necessary authorizations or rights of way required to expand the terminal. It will be the responsibility of Qwest to seek to resolve obstacles that Qwest may encounter from cities, counties, electric power companies, property owners and similar third parties. The time it takes for Qwest to obtain such authorizations or rights of way shall be excluded from the time Qwest is expected to provision the Collocation. CLEC 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 CLEC 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. CLEC shall be responsible for payment of all costs previously incurred by Qwest.

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

9.3.5.1.2 CLEC shall identify Subloop elements by NC/NCI codes. This information shall be kept confidential and used solely for spectrum management purposes.

9.3.5.2 Additional Terms for Detached Terminal Subloop Access

9.3.5.2.1 CLEC may only submit orders for Subloop elements after the FCP is in place. The FCP shall be ordered pursuant to Section 9.3.5.5. CLEC 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 CLEC's Subloop elements. CLEC 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 B shall apply.

9.3.5.3 Additional Terms for MTE Terminal Subloop Access - MTE-Access Ordering Process

9.3.5.3.1 CLEC 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 CLEC and the MTE owner whether Qwest believes it or the MTE owner owns the intrabuilding cable.

9.3.5.3.2 If the MTE owner owns the facilities on the

Customer side of the terminal, CLEC may obtain access to all facilities in the building in accordance with Section 9.5 concerning access to unbundled NIDs.

9.3.5.3.3 If Qwest owns the facilities on the Customer side of the terminal, and if CLEC requests space to enter the building and terminate its facilities and Qwest must rearrange facilities or construct new facilities to accommodate such access, CLEC shall notify Qwest. Upon receipt of such notification, the intervals set forth in Section 9.3.3 shall begin.

9.3.5.3.4 CLEC 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. CLEC will populate the LSR with the termination information provided at the completion of the inventory process.

9.3.5.3.5 If CLEC ordered Intrabuilding Cable Loop, CLEC shall dispatch a technician to run a jumper between its Subloop elements and Qwest's Subloop elements to make a connection at the MTE-POI in accordance with the MTE Access protocol. If CLEC ordered a Subloop type other than Intrabuilding Cable Loop, Qwest will dispatch a technician to run a jumper between CLECs Subloop elements and Qwest's Subloop elements to make a connection at the MTE-POI. CLEC, at its option, may request that Qwest run the jumper for Intrabuilding cable in MTEs when the inventory is done and a complete LSR has been submitted.

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

9.3.5.3.6 Once inventory is complete and, if necessary, the facilities are rearranged and or a new facility constructed, the Subloop Provisioning intervals contained in Exhibit B shall apply.

9.3.5.3.7 For access to Qwest's on-premises MTE wire as a Subloop element, CLEC 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 CLEC.

9.3.5.4 FCP Ordering Process

9.3.5.4.1 CLEC 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.

9.3.5.4.2 After construction of the FCP and Collocation are complete, CLEC will be notified of its termination location, which will be used for ordering Subloops.

9.3.5.4.2.1 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:

9.3.5.4.2.1.1 Any Remote Collocation associated with a FCP in which CLEC will install equipment requiring power and/or heat dissipation shall be in accordance with the intervals set forth in the Collocation Section of the Agreement.

9.3.5.4.2.1.2 A Cross-Connect Collocation in a Detached Terminal shall be provisioned within ninety (90) calendar Days from receipt of a written request by CLEC.

9.3.5.4.2.1.3 If Qwest denies a request for Cross-Connect Collocation in a Qwest Premises due to space limitations, Qwest shall allow CLEC representatives to inspect the entire Premises escorted by Qwest personnel within ten (10) calendar Days of CLECs receipt of the denial of space, or a mutually agreed upon date. Qwest will review the detailed space plans (to the extent space plans exist) for the Premises with CLEC during the inspection, including Qwest reserved or optioned space. Such tour shall be without charge to CLEC. If, after the inspection of the Premises, Qwest and CLEC disagree about whether space limitations at the Premises make Collocation impractical, Qwest and CLEC may present their arguments to the Commission. In addition, if after the fact it is determined that Qwest has incorrectly identified the space limitations, Qwest will honor the original Cross-Connect Collocation Application date for determining RFS unless both Parties agree to a revised date.

9.3.5.4.2.1.4 Qwest may seek extended intervals

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

9.3.6 Rate Elements

9.3.6.1 All Subloop Types

9.3.6.1.1 Subloop Recurring Charge - CLEC will be charged a monthly recurring charge pursuant to Exhibit A for each Subloop ordered by CLEC.

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

9.3.6.2 Additional rates for Detached Terminal Subloop Access:

9.3.6.2.1 Cross-Connect Collocation Charge: CLEC 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.

9.3.6.2.2 Any Remote Collocation associated with a FCP in which CLEC will install equipment requiring power and/or heat dissipation shall be in accordance with the rate elements set forth in the Collocation Section of the Agreement.

9.3.6.2.3. Subloop Nonrecurring Jumper Charge: CLEC 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 CLEC.

9.3.6.3 Additional Rates for MTE Terminal Subloop Access

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

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

ATTACHMENT 4

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 CLEC 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 CLEC seeks to access only a NID (i.e., CLEC does not wish to access a Subloop connected to that NID), it may only do so pursuant to this Section 9.5. Qwest shall permit CLEC 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 CLEC 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 CLEC, at its option, to use all features and functionality of the Qwest NID including any protection mechanisms, test capabilities, or any other capabilities now existing or as they may exist in the future regardless of whether or not CLEC terminates its own distribution facility on the NID.

9.5.1.3 Multi-Tenant (MTE) NID - The MTE NID is divided into two (2) functional components: one containing the over-voltage unit (protector) and the other containing the terminations of the 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 A CLEC 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 CLEC installs its own NID, CLEC may connect its NID to the Qwest NID by placing a cross-connect between the two. When Provisioning a NID to NID connection, CLEC will isolate the Qwest facility in the NID by unplugging the modular unit. If CLEC requires that a non-modular unit be replaced with a modular NID, Qwest will perform the replacement for the charge described in Section 9.5.3.1. If CLEC is a 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 CLEC 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, CLEC and the landowner shall determine procedures for such access.

9.5.2.1.2 Qwest shall allow CLEC 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 CLEC 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 CLEC 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 CLEC has properly labeled its cross connect wires.

9.5.2.2 Qwest will retain sole ownership of the Qwest NID and its contents

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

9.5.2.3 When CLEC accesses a Qwest NID, it shall employ generally accepted best 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, CLEC shall clearly label the cross-connect wires it uses to provide service. Qwest shall label its terminals when a technician is dispatched.

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

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

9.5.3 Rate Elements

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

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

9.5.3.3 When a CLEC 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 CLEC 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 CLEC request pursuant to Section

9.5.2.1.5, charges will be assessed on a time and materials basis.

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

9.5.4 Ordering Process

9.5.4.1 CLEC may access a MTE NID after determining that the terminal in question is a NID, per the process identified in 9.3. If the terminal is a NID and CLEC wishes to access the Customer field of the NID, no additional verification is needed by Qwest. CLEC shall tag their jumper wire.

9.5.4.1.1 When CLEC seeks to connect to a cross-connect field other than to the Customer field of the NID, CLEC shall submit a LSR for connection to the NID. Qwest shall notify CLEC, within 10 business days, if the connection is not Technically Feasible. In such cases, Qwest shall inform CLEC of the basis for its claim of technical infeasibility and, at the same time, identify all alternative points of connection that Qwest would support. CLEC shall have the option of employing the alternative terminal or disputing the claim of technical infeasibility pursuant to the Dispute Resolution provisions of the Agreement. No additional verification is needed by Qwest and CLEC shall tag their jumper wire.

9.5.4.2 Subject to the terms of 9.5.4.1, CLEC 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. CLEC may access the protector field of the NID by submitting a LSR.

9.5.5 Maintenance and Repair

9.5.5.1 If Qwest is dispatched to an end user's location on a maintenance issue and finds the NID to be defective, Qwest will replace the defective element or, if beyond repair, the entire device at no cost to CLEC. If the facilities and lines have been removed from the protector field or damaged by CLEC, CLEC will be responsible for all costs associated with returning the facilities and lines back to their original state. Charges for this work will be on a time and materials basis and billed directly to CLEC. Billing disputes will be resolved in accordance with the Dispute Resolution process contained in the Agreement. Maintenance and Repair processes are contained in the Support Functions Section of the Agreement.

ATTACHMENT 5

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 CLEC Wire Center, or between a Qwest Wire Center and either an appropriate outside plant structure or an End User Customer premises in the same LATA and state. UDF exists in three (3) distinct forms: (a) UDF Interoffice Facility (UDF-IOF), which constitutes an deployed route between two Qwest Wire Centers; (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 CLEC 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. Qwest shall not be required to extend access in a manner that is inconsistent with the restrictions and other terms and conditions that apply to Qwest's access; however, in the case of access obtained from an Affiliate: (a) the actual practice and custom as between Qwest and the Affiliate shall apply in the event that it provides broader access than does any documented agreement that may exist, and (b) any terms restricting access by CLECs that are imposed by the agreement with the Affiliate (excluding good-faith restrictions imposed by any agreement with a third party from whom the Affiliate has gained rights of access) shall not be applied to restrict CLEC access.

9.7.2 Terms and Conditions

9.7.2.1 Qwest will provide CLEC with non-discriminatory access to UDF in accordance with section 9.1.2. Qwest will provide UDF of substantially the same quality as the fiber facilities that Qwest uses to provide retail service to its own End User Customers.

9.7.2.2 Qwest provides access to unbundled Dark Fiber at:

9.7.2.2.1 Accessible terminations such as fiber distribution panels.

9.7.2.2.2 Splice cases (except those that are buried and are not readily accessible without excavation) in the UDF-Loop and E-UDF, subject to the following conditions:

9.7.2.2.2.1 Unspliced fiber is available, subject to Section 9.7.2.5;

9.7.2.2.2.2 Available unspliced fiber is not ribbon fiber;

9.7.2.2.2.3 Splice capacity is available in the Qwest splice case;

9.7.2.2.2.4 Space exists for CLEC splice case;

9.7.2.2.2.5 Qwest will perform splice in Qwest splice case;

9.7.2.2.2.6 CLEC shall not have access to Qwest's splice case;

9.7.2.2.2.7 Qwest will provide a fiber stub for CLEC to splice the Qwest fiber stub to CLEC fiber strand in CLEC splice case;

9.7.2.2.2.8 Qwest will perform all splices in Qwest splice case when CLEC is not providing fiber facilities;

9.7.2.2.2.9 Qwest will not open or break any existing splices on continuous fiber optic cable routes. Where the end of a fiber optic strand exists in a splice case, Qwest will open that splice case and stub out the end of the Dark Fiber strand for CLEC.

9.7.2.2.2.10 CLEC will perform splices in CLEC splice case per Technical Publication 77383;

9.7.2.2.2.11 Qwest will perform all modifications associated with access to UDF via splicing under the terms of Exhibit A;

9.7.2.2.2.12 All access is subject to the Field Verification and Quote Preparation (FVQP).

9.7.2.2.3 CLEC may request placement of a FDP at any building or controlled environment location in the Qwest network in order to access unterminated UDF.

9.7.2.3 Qwest will provide CLEC with access to deployed Dark Fiber facilities. CLEC shall be responsible for obtaining and connecting electronic equipment, whether light generating or light terminating equipment, to the Dark Fiber. However in the case where the termination of the fiber is within a Qwest Facility, CLEC may request Qwest to provide the electronics pursuant to the Agreement. In this instance, Qwest shall provide the electronics. Qwest will not remove, and CLEC shall be permitted to use, regenerating equipment that already exists in mid-span.

9.7.2.4 Qwest will provide Unbundled Dark Fiber to CLEC in increments

of two (2) strands (by the pair). In addition, after May 31, 2001, Qwest will provide UDF to CLEC in increments of one (1) strand. CLEC 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 CLEC may order additional UDF on such fiber cable segment, CLEC 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. CLEC may designate five percent (5%) of its fibers along a fiber cable segment, or two (2) strands, whichever is greater, for maintenance spare, which fibers or strands are not subject to the termination requirements in this paragraph.

9.7.2.5 Qwest shall not have an obligation to unbundle Dark Fiber in the following circumstances:

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

b) Qwest will not be required to unbundle Dark Fiber if Qwest demonstrates to the Commission by a preponderance of the evidence that such unbundling would create a likely and foreseeable threat to its ability to meet its Carrier of last resort obligations as established by any regulatory authority. Qwest shall initiate such proceeding within seven (7) calendar Days of denying CLEC'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, CLEC'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 CLEC with access to the deployed Dark Fiber in its network in either single-mode or multi-mode. During the inquiry process, Qwest will inform CLEC 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 CLEC is responsible for trouble isolation before reporting trouble to Qwest.

9.7.2.9 When UDF is being used to create the facility equivalent of an

EEL, CLEC shall not use UDF as a substitute for special or Switched Access Services, except to the extent CLEC 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 CLEC, Qwest may initiate a proceeding to reclaim Dark Fiber strands from CLEC that were not serving End User Customers at the time of Qwest's notice to CLEC. 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, CLEC shall not object to using the most expeditious procedure available under state law, rule or regulation. CLEC shall be entitled to retain such strands of UDF for any purpose permitted under this Amendment pending the proceeding before the Commission; provided, however, that such use shall be at CLEC's sole risk of any reclamation approved by the Commission, including the risk of termination of service to End User Customers. CLEC 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 CLEC must have established Collocation or other Technically Feasible means of network demarcation pursuant to section 9.1.4 of this Amendment 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 CLEC's UDFs are cross connected. CLEC has no access to UDF at those intermediate Central Offices.

9.7.2.11.1 CLEC-to-CLEC connections with UDF for the mutual exchange of traffic is permissible pursuant to the provisions herein.

9.7.2.12 For UDF-Loop, CLEC 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 CLEC.

9.7.2.13 For a UDF-Loop terminating at an existing end user premises FDP, Qwest will provide to CLEC an optical "jumper", not to exceed thirty (30) feet in length, connected to the Qwest UDF-Loop FDP.

9.7.2.14 The Remote Collocation provisions and §9.3.8.1 of this Amendment apply where CLEC needs to gain access to UDF at an outside plant structure.

9.7.2.15 CLEC will incur all costs associated with disconnecting the UDF from its side of the network Demarcation Point.

9.7.2.16 Qwest and CLEC will jointly participate in continuity testing within the Provisioning interval established in Exhibit B. Qwest and CLEC 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 CLEC shall furnish light generating equipment at the other termination point of the UDF as described below:

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

9.7.2.16.2 UDF-Loop: Qwest will provide the light detector at the serving Wire Center, and CLEC will provide the light generating equipment at the appropriate outside plant structure or end user Customer premises.

9.7.2.16.3 E-UDF: Qwest will provide the light detector at the serving Wire Center, and CLEC will provide the light generating equipment at the CLEC Wire Center.

9.7.2.17 If, within ten (10) Days of the date Qwest provisioned an order for UDF, CLEC 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 CLEC, 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 CLEC disconnect order, Qwest will refund the nonrecurring charges associated with the Provisioning excluding IRI, FVQP and Field Verification and will discontinue all recurring charges.

9.7.2.18 Qwest shall allow CLEC'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).

9.7.2.19 Qwest shall allow CLEC to access Dark Fiber that is a part of a Meet Point arrangement between Qwest and another Local Exchange Carrier if CLEC 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 CLEC Wire Center.

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

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

9.7.3.2 CLEC 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 Amendment. If Collocation and or other network demarcation arrangements have not been completed, CLEC 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 CLEC, Qwest can begin processing the UDF Provisioning order upon receipt of the UDF Provisioning request. If the preliminary APOT address is changed by CLEC, a new Provisioning time line for UDF must be established.

9.7.3.3 Based on the CLEC 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 CLEC 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 the Agreement will apply. Qwest will prepare and submit to CLEC a quote along with the original Field Verification Quote Preparation form (FVQP) within the interval set forth in Exhibit B. Quotes are on an Individual Case Basis (ICB) and will include costs and an interval in accordance with Exhibit B.

9.7.3.3.2 Termination at Qwest Wire Center, End user premises or CLEC Wire Center: If spare fiber is available, and CLEC

chooses to proceed, and the request is for UDF-IOF, UDF-Loop going to an end user premises, or E-UDF going to a CLEC Wire Center, Qwest will begin the Provisioning process upon notification from CLEC 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 B. CLEC 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 CLEC may reserve Dark Fiber for CLEC during Collocation builds. Prior to reserving space, CLEC must place an inquiry pursuant to section 9.7.3.1 of this Amendment and receive a UDF Inquiry Response that reflects that the route to be reserved is available. CLEC is also strongly encouraged to request a Field Verification that the route to be reserved is available. If CLEC does not obtain Field Verification, CLEC assumes the risk that records upon which the UDF Inquiry Response is based may be in error. CLEC may reserve UDF for thirty (30), sixty (60), or ninety (90) Days. CLEC 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. CLEC Cross Connections will be repaired by CLEC and Qwest Cross Connections will be repaired by Qwest. Maintenance and Repair processes are contained in the Support Functions Section of the 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 CLEC, 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 CLEC 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 and include the following elements:

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

b) Field Verification and Quote Preparation (FVQP). This rate element is a pre-order work effort to estimate the cost of providing UDF access to CLEC 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 CLEC orders UDF that has been reserved after a Field Verification has been performed, then the charge for FVQP will be reduced by the amount of the Field Verification charge assessed in the context of the reservation.

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

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

9.7.5.2.1 Unbundled Dark Fiber - IOF Rate Elements

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

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

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

9.7.5.2.2 Unbundled Dark Fiber - Loop Rate Elements

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

b) **UDF-Loop Fiber (Per Pair) Rate Element.** This rate element has both a recurring and a nonrecurring component, and it applies per pair. This rate element provides a transmission path between the Qwest Serving Wire Center and either the Customer premises or an appropriate outside plant structure.

c) **UDF-Loop Fiber Cross-Connect Rate Element.** This rate element has both a recurring and nonrecurring component, is applied per pair, and is used to extend the optical connection from FDP to FDP. The nonrecurring rate will not be charged for cross-connects already in place prior to CLEC's order for UDF-Loop.

9.7.5.2.3 Extended Unbundled Dark Fiber Rate Elements

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

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

c) **E-UDF Fiber Cross-Connect Rate Element.** This rate element has both a recurring and nonrecurring component, is applied per pair, and is used to extend the optical connection from FDP to FDP. The nonrecurring rate will not be charged for cross-connects already in place prior to CLEC's order for E-UDF.

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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	
	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

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	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 / Project Coordinated Installation (25 or more DS0 Unbundled Loops)			
	First		\$241.02	
	Each Additional		\$147.94	
9.2.4.4	Coordinated Installation without Cooperative Testing / Project Coordinated Installation (25 or more DS0 Unbundled Loops)			
	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
9.2.5	DS1 Loop Installation Charges		See related monthly recurring Loop charges above.	
9.2.5.1	Basic Installation			
	First		\$579.75	
	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 / Project Coordinated Installation			
	First		\$579.75	
	Each Additional		\$476.04	
9.2.5.4	Coordinated Installation without Cooperative Testing / Project Coordinated Installation			
	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

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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 / Project Coordinated Installation				
	First			\$579.75	
	Each Additional			\$476.04	
9.2.6.4	Coordinated Installation without Cooperative Testing / Project Coordinated Installation				
	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
9.2.7	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
	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
9.2.8	Private Line to Unbundled Loop Conversions			\$33.81	1
9.3	Subloop				
9.3.1	2-Wire 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

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	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		See MSC Charges	
9.3.6	Feasibility Fee/Quote Preparation Fee		\$1,610.46	1
9.3.7	Construction Fee		ICB	3
			\$61.33	4
	9.5 Network Interface Device (NID)			
	9.7 Unbundled Dark Fiber (UDF)			
9.7.1	Single Strand Increments - 1 Fiber			
	Termination, Fixed 1 Fiber/Office	\$5.54		1
	Fiber Transport, per Mile / 1 Fiber	\$84.05		1
	Fiber Cross-Connect / 1 Fiber	\$2.29		1
	UDF-Loop Charges - 1 Fiber			
	Termination, Fixed 1 Fiber/Office	\$5.59		1
	Termination, Fixed 1 Fiber /Prem	\$5.19		1
	Fiber Loop, per Route/ 1 Fiber	\$145.33		1
	Extended Unbundled Dark Fiber (E-UDF) - 1 Fiber			
	Termination, Fixed 1 Fiber/Office	\$5.59		1
	Termination, Fixed 1 Fiber /Prem	\$5.19		1
	Fiber Transport, per Route/ 1 Fiber	\$145.33		1
9.7.2	Initial Records Inquiry (IRI)			
	Simple		\$247.91	1
	Complex		\$291.03	1
9.7.3	Field Verification and Quote Preparation (FVQP)		\$992.05	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		\$584.14	1
	Order Charge each. Addl. Pair or Strand/Same Route		\$267.18	1
	Termination, Fixed Per Pair / Office	\$8.51	\$273.67	4
	Fiber Transport, per Mile/Pair	\$68.38	\$424.72	4
	Fiber Cross-Connect Per Pair / Office	\$4.35	\$21.18	1
9.7.6	UDF-Loop Charges			
	Order Charge per 1st Pair or Strand /Route/Order		\$584.14	1
	Order Charge each. Addl. Pair or Strand/Same Route		\$267.18	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	\$21.18	1
9.7.7	Extended Unbundled Dark Fiber (E-UDF)			
	Order Charge per 1st Pair or Strand /Route/Order		\$584.14	1
	Order Charge each. Addl. Pair or Strand/Same Route		\$267.18	1
	Termination, Fixed Per Pair/Office	\$7.12		1

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	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	\$21.18	1
9.7.8	Dark Fiber - Splice			\$651.53	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.

[3] ICB, Individual Case Basis pricing.

[4] Oregon Revised Tariff #26 (Interconnection and Unbundled Elements), Section 10. Pending. Proposed effective August 1, 2000.

**EXHIBIT B
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 B
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 B
SERVICE INTERVAL TABLES***

2.0 Unbundled Dedicated Interoffice Transport (UDIT) Service Interval Table:

Product	Services Ordered	Installation Commitments	Repair Commitments
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 B
SERVICE INTERVAL TABLES***

3.0 Unbundled Local Switching Service Interval Table:

Product	Services Ordered	Installation Commitments	Repair Commitments
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	24 hrs. OOS 48 hrs. AS
	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	24 hrs. High Density 24 hrs. Low Density
	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 B
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 B
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 B
SERVICE INTERVAL TABLES***

4.0 Unbundled Dark Fiber Interval Table:

Product	Activity/ Features	Services Ordered	FOC Guidelines	Installation Guidelines	Repair Guidelines
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 B
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 B
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'- <ul style="list-style-type: none"> ▪ 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 B
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 B
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 B
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 B
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 B
SERVICE INTERVAL TABLES***

UNE-P Centrex Plus / UNE-P Centron [Centron is MN only] No Common Block Configuration Required Designed Services subsequent to initial Common Block installation	Tie Lines/DFI/FX	Thirteen (13) Business Days (may be longer due to facility due date requirements)	24 hrs OOS 48 hrs AS
UNE-P Centrex Plus / UNE-P Centron [Centron is MN only] No Common Block Configuration Required Automatic Route Selection (ARS)	Subsequent to Common Block Installation	Twenty (20) Business Days (may be longer if the activation of ARS is tied to a Private Line facility installation)	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
UNE-P Centrex Plus / UNE-P Centron [Centron is MN only] No Common Block Configuration Required Uniform Call Distribution (UCD)	Per Request	Thirteen (13) Business Days	24 hrs OOS 48 hrs AS
UNE-P Centrex Plus / UNE-P Centron [Centron is MN only] No Common Block Configuration Required Additional Numbers subsequent to initial Common Block installation NOTE: Additional numbers are "chipped" into the Common Block at the time of request.	Blocks (No limit on amount of numbers.)	Five (5) Business Days	N/A

**EXHIBIT B
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 B
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 C - 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 does not require a technical feasibility analysis and¹ 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

¹ This change is consensus language originally agreed to in Washington and Arizona.

EXHIBIT C - SPECIAL REQUEST PROCESS

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