# **CARRIER-TO-CARRIER AGREEMENT CHECKLIST**

INSTRUCTIONS: Please complete all applicable parts of this form and submit it with related materials when filing a carrier-tocarrier 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. **Unless you request otherwise in writing, the Commission will serve all documents related to the review of this agreement electronically to the e-mail addresses listed below.** 

1.	PARTIES	Requesting Carrier	Affected Carrier			
Name	of Party:					
Contac	t for Processing Q	uestions:				
Nam	ie:					
Tele	phone:					
E-m	ail:					
Contac	t for Legal Question	ons (if different):				
Nam	ie:					
Tele	phone:					
E-m	ail:					
Other ]	Persons wanting E-	mail service of documents (if any):				
Nam	ie:					
E-m	ail:					
	Parties to prior a		&			
	Approved in Docket ARB, Order No(s).					
	Does filing adopt amendments to base agreement previously approved by the Commission?					
	NO					
		approved in Docket ARB	, Order No(s)			
		: Seeks approval of new negotiated				
	<ul> <li>Does this filing replace an agreement between the same parties that was previously approved by the Commission?</li> </ul>					
	NO					
		approved in Docket ARB	, Order No(s)			
	Amendment: Ar	nends an existing carrier-to-carrier a	greement.			
	• If the original agreement was negotiated, has it been approved by Commission?					
	NO, decision pending in Docket ARB					
	YES,	approved in Docket ARB	, Order No(s).			
	• If original a	greement was an adoption, what was	s its docket number? Docket ARB			
	U					

## Unbundled Loops, UNE-P Line Splitting and Loop Splitting Amendment Number 6 to the Interconnection Agreement between Qwest Corporation and AT&T Corp. for the State of Oregon

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and AT&T Corp. ("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:

## Amendment Terms

The Agreement is hereby amended by adding terms, conditions and rates for Unbundled Loops, UNE-P Line Splitting and Loop Splitting as set forth in Attachments 1 through 4 and Exhibits A and B to this Amendment, attached hereto and incorporated herein by this reference.

## Effective Date

This Amendment shall be deemed effective upon approval by the Commission; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, CLEC must generate, if necessary, an updated Product Questionnaire for the products and services addressed by this Amendment. In addition to the Questionnaire, all system updates will need to be completed by Qwest. Qwest shall complete such updates within a reasonable amount of time after receiving the Questionnaire from CLEC. Qwest will notify CLEC when all system changes have been made. Actual order processing may begin once these requirements have been met.

## 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.

## Change of Law/Reservation of Rights

The following Change of Law/Reservation of Rights provisions apply only to the terms contained in the Attachments to this Amendment. The following Change of Law/Reservation of Rights provisions do not apply to any provision contained in the underlying Agreement:

The provisions in this Amendment are intended to be in compliance with and based on the existing state of the law, rules, regulations and interpretations thereof, including but not limited to state rules, regulations, and laws, as of August 15, 2003 (the Existing Rules). Nothing in this Amendment shall be deemed an admission by Qwest or CLEC concerning the interpretation or effect of the Existing Rules or an admission by Qwest or CLEC that the Existing Rules should not be changed, vacated, dismissed, stayed or modified. Nothing in this Amendment shall preclude or estop Qwest or CLEC from taking any position in any forum concerning the proper interpretation or effect of the Existing Rules or concerning whether the Existing Rules should be changed, vacated, dismissed, stayed or modified. To the extent that the Existing Rules are vacated, dismissed, stayed or materially changed or modified, then this Amendment shall be amended to reflect such legally binding modification or change of the Existing Rules. Where the Parties fail to agree upon such an amendment within sixty (60) Days after notification from a Party seeking amendment due to a modification or change of the Existing Rules or if any time during such sixty (60) Day period the Parties shall have ceased to negotiate such new terms for a continuous period of fifteen (15) Days, it shall be resolved in accordance with the Dispute Resolution provision of the Agreement. It is expressly understood that this Amendment will be corrected, or if requested by CLEC, amended as set forth in this Section, to reflect the outcome of generic proceedings by the Commission for pricing, service standards, or other matters covered by this Amendment. Any amendment shall be deemed effective on the effective date of the legally binding change or modification of the Existing Rules for rates, and to the extent practicable for other terms and conditions, unless otherwise ordered. During the pendancy of any negotiation for an amendment pursuant to this Section the Parties shall continue to perform their obligations in accordance with the terms and conditions of this Amendment, for up to sixty (60) Days. If the Parties fail to agree on an amendment during the sixty (60) Day negotiation period, the Parties agree that the first matter to be resolved during Dispute Resolution will be the implementation of an interim operating agreement between the Parties regarding the disputed issues, to be effective during the pendancy of Dispute Resolution. The Parties agree that the interim operating agreement shall be determined and implemented within the first fifteen (15) Days of Dispute Resolution and the Parties will continue to perform their obligations in accordance with the terms and conditions of this Amendment, until the interim operating agreement is implemented. For purposes of this section, "legally binding" means that the legal ruling has not been stayed, no request for a stay is pending, and any deadline for requesting a stay designated by statute or regulation, has passed.

In addition to, but not in limitation of the foregoing provision, nothing in this Amendment shall be deemed an admission by Qwest or CLEC concerning the interpretation or effect of the FCC's decision and rules adopted in *In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers; Implementation of the Local Competition Provisions of the Telecommunications Act of 1996; Deployment of Wireline Services Offering Advanced Telecommunications Capability, CC Docket Nos. 01-338, 96-98 and 98-147, nor rules, regulations and interpretations thereof, including but not limited to state rules, regulations, and laws as they may be issued or promulgated regarding the same ("Decision(s)"). Nothing in this Amendment shall preclude or estop Qwest or CLEC from taking any position in any forum concerning the proper interpretation or effect of Decisions or concerning whether the Decision should be changed, vacated, dismissed, stayed or modified.* 

## **Entire Agreement**

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

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

AT&T Corp.

<u>Cimética</u> Signature

Name Printed/Typed

REGIONAL

**Qwest Corporation** Signature

L. T. Christensen Name Printed/Typed

Director – Interconnection Agreements Title

Date

# ATTACHMENT 1

# 9.2 Unbundled Loops

## 9.2.1 Description

The Local Loop Network Element is defined as a transmission facility between a distribution frame (or its equivalent) in an incumbent LEC Central Office and the Loop Demarcation Point at an End User Customer Premises. The Local Loop Network Element includes all features, functions, and capabilities of such transmission facility. Those features, functions, and capabilities include, but are not limited to, Dark Fiber, attached electronics (except those electronics used for the provision of Advanced Services, such as Digital Subscriber Line Access Multiplexers), and line conditioning. The Local Loop includes, but is not limited to, DS0, DS1, DS3, fiber, and other high capacity Loops.

9.2.1.1 "Loop Demarcation Point" – is defined for purposes of this Section as the point where Qwest owned or controlled facilities cease, and CLEC, End User Customer, owner or landlord ownership or control of facilities begins.

## 9.2.2 Terms and Conditions

Qwest shall provide CLEC, on a non-discriminatory basis, Unbundled Loops, 9.2.2.1 (unbundled from local Switching and transport) of substantially the same quality as the Loop that Qwest uses to provide service to its own End User Customers. For Unbundled Loops that have a retail analogue, Qwest will provide these Unbundled Loops in substantially the same time and manner as Qwest provides to its own End User Customers. Qwest will redesignate interoffice facilities (IOF) for CLEC where available with the exception of interoffice facilities Qwest maintains to ensure sufficient reserve capacity. Separate and apart from the foregoing, in the event Qwest removes from interoffice service, an entire IOF that is capable of supporting Telecommunications Services. Qwest will make that facility available as Loop facilities for Qwest and CLEC alike to fill any order currently in the held order queue on a first come, first served basis. Should additional facilities be available after all held orders are filled, Qwest will make the additional facilities available to fill new orders on a first come, first served basis. Unbundled Loops shall be provisioned in accordance with Exhibit B and the performance metrics set forth in the Agreement and with a minimum of service disruption.

It is a Qwest practice to reuse IOF facilities whenever the entire IOF copper plant is retired and replaced by fiber and the facilities are in good enough condition to use as Loop facilities. These facilities will be available as Loop facilities and will be visible in the raw Loop data tool upon completion of the outside plant reclamation job.

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.

9.2.2.2.1.1 In areas where Qwest has deployed amounts of IDLC that are sufficient to cause reasonable concern about a CLEC's ability to provide service through available copper facilities on a broad scale, CLEC shall have the ability to gain access to Qwest information sufficient to provide CLEC with a reasonably complete identification of such copper facilities. Qwest shall be entitled to mediate access in a manner reasonably related to the need to protect confidential or Proprietary Information. CLEC shall be responsible for Qwest's incremental cost to provide such information or access mediation.

9.2.2.2.1.2 If Qwest deploys Next Generation Digital Loop Carrier (NGDLC) in it's network CLEC shall have non-discriminatory access to the technology as required by the Act and the rules promulgated thereunder.

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 minimum State technical performance standard. If necessary to meet the State standards, Qwest will, at no cost to CLEC, add or 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 Loops in a non-discriminatory manner, using the same facilities assignment processes that Qwest uses for itself to provide the requisite service. Qwest will not re-designate working distribution facilities as interoffice facilities

ATTACHMENT 1

(and vice versa) either for a CLEC or itself. Qwest may re-designate fully retired facilities for itself as well as CLEC. Digital Loops may use a single or multiple transmission technologies. Direct Current 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). Non-recurring and recurring charges shall apply for fiber and other high capacity Loops provided under this A.

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 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. 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 preapproves 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 Taps to provide CLEC with a non-loaded Loop. CLEC will be charged the non-recurring conditioning charge (i.e., cable unloading and Bridged Taps removal), if applicable, in addition to the Unbundled Loop installation non-recurring charge. These charges will not apply if CLEC establishes that the Loop Qwest provided does not meet the Commission's minimum voice grade performance standards, Oregon OAR 860-023-0055(9)(b), unless Qwest later finds and establishes to CLEC that the requested conditioning caused the voice degradation. CLEC may be entitled to a credit of conditioning costs already paid to Qwest, if Qwest fails to perform the conditioning in a workmanlike or timely manner. The determination of credit or fault shall be addressed in the context of a Billing dispute.

9.2.2.4.1 If CLEC's End User Customer, for which CLEC has ordered x-DSL capable Unbundled Loops from Qwest (i) never receives x-DSL service from CLEC, (ii) suffers unreasonable delay in Provisioning, or (iii) experiences poor quality of service, in any case due to Qwest's fault, Qwest shall refund or credit to CLEC the conditioning charges associated with the service requested. This refund or credit is in addition to any other remedy available to CLEC.

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 of this Amendment. The ISDN Capable Loop may also require conditioning (e.g., removal of loads or Bridged Taps).

9.2.2.6 For DS1 or DS3 capable Loops, Qwest will provide the necessary electronics at both ends, including any intermediate repeaters. In addition, 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 Customer location. DS1 capable Loops transport bi-directional DS1 signals with a nominal transmission rate of 1.544 Mbit/s. DS1 capable Loops shall meet the design requirements specified in Technical Publication 77384 (Unbundled Loops) and 77375 (DS1).

9.2.2.6.2 DS3 capable Loops provide a transmission path between a Qwest Central Office network interface and an equivalent network interface at an End User Customer location. DS3 capable Loops transport bi-directional DS3 signals with a nominal transmission rate of 44.736 Mbit/s. DS3 capable Loops shall meet the design requirements specified in Technical Publications 77384 (Unbundled Loop) and 77324 (DS3).

9.2.2.7 Qwest is not obligated to provision BRI-ISDN, xDSL-I, DS1, or DS3 capable or ADSL compatible Loops to End User Customers in areas served exclusively by Loop facilities or transmission equipment that are not compatible with the requested service.

Loop Qualification Tools. Qwest offers five (5) Loop qualification tools: the 9.2.2.8 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 gualification information in a non-discriminatory manner and will provide CLEC the same Loop gualification information available to Qwest. If the Loop make-up information for a particular facility is not contained in the Loop gualification tools, if the Loop gualification tools return unclear or incomplete information, or if CLEC identifies any inaccuracy in the information returned from the Loop qualification tools, and provides Qwest with the basis for CLEC's belief that the information is inaccurate, then CLEC may request, and Qwest will perform a manual search of the company's records, back office systems and databases where Loop information resides. Qwest will provide CLEC via email, the Loop information identified during the manual search within forty-eight (48) hours of Qwest's receipt of CLEC's request for manual search. The email will contain the following Loop makeup information: composition of the Loop material; location and type of pair gain devices, the existence of any terminals, such as Remote Premises or digital Loop terminals, Bridged Tap, and load coils; Loop length, and wire gauge. In the case of Loops served by digital Loop carrier, the email will provide the availability of spare feeder and distribution facilities that could be used to provision service to the Customer, including any spare facilities not connected to the Switch and Loop makeup for such spare facilities. After completion of the investigation, Qwest will load the information into the LFACS database, which will populate this Loop information into the fields in the Loop qualification tools.

CLEC may request an audit of Qwest's company records, back office systems and databases pertaining to Loop information pursuant to the Agreement.

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 Tool. If CLEC has a digital certificate, CLEC may access the Wire Center Raw Loop Data Tool via: http://.ecom.qwest.com. 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 Taps length by segment, Bridged Taps 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, bridges taps length by segment, Bridged Taps offset distance, load coil type, number of loads, and pair gain type.

9.2.2.8.3 POTS Conversion to Unbundled Loop Tool. The POTS Conversion to

Unbundled Loop Tool is available to 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.

9.2.2.8.6 Upon CLEC request, Qwest shall provide CLEC with the complete results of the most current Mechanized Loop Test ("MLT") Qwest may have previously conducted and retained in the Provisioning of an existing Unbundled Loop. If the requested information exists, Qwest shall provide this information to CLEC via email within forty-eight (48) hours of Qwest's receipt of CLEC's request for this information. Qwest retains the most current MLT results for as long as the Loop remains in service. Qwest continues to retain the most current MLT results for forty-five (45) Days once the Loop is disconnected.

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

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

9.2.2.9.1.3 For basic installation of existing 2/4 wire analog Loops, Qwest provides a Quick Loop with or without Local Number Portability (LNP) option that enables CLEC to receive the Quick Loop installation interval as set forth in Exhibit B. Quick Loop without LNP installation includes only a simple lift and lay procedure. Quick Loop with LNP installation provides a lift and lay, and the LNP functions. Quick Loop is not available with cooperative testing, coordinated installation, or when unbundling from an IDLC to a copper alternative.

9.2.2.9.2 Basic Installation with Performance Testing. Basic Installation with Performance Testing may be ordered for new or existing Unbundled Loops.

9.2.2.9.2.1 For an existing End User Customer, Basic Installation with Performance Testing is a "lift and lay" procedure. The Central Office Technician (COT) "lifts" the Loop from its current termination and "lays" it on a new termination connecting 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 Customer service, the Basic Installation with Performance Testing option requires a dispatch to the End User Customer Premises. The COT and Field Technician complete circuit wiring and perform the required performance tests to ensure the new circuit meets the required parameter limits. 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 non-recurring charge for the installation option, and the Parties will attempt to set a new appointment for the same day. If Qwest fails to perform cooperative testing due to Qwest's fault, Qwest will waive the nonrecurring charge for the installation option. If 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 Customer, Coordinated Installation with Cooperative Testing is a "lift and lay" procedure with cooperative testing. The COT completes the installation in the Central

Office and performs testing that 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 Customer service, Coordinated Installation with Cooperative Testing may require a dispatch of a technician to the End User Customer Premises. The COT and Field Technician complete circuit wiring and perform the required performance tests to ensure that the new circuit meets required parameter limits. Upon completion of Qwest performance testing, the Qwest Implementor/Tester will contact 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 non-recurring 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 Customer Premises. The Field Technician will not remain on the Premises to perform the coordinated installation once the circuit is in place. The COT completes the installation in the Central Office, and the COT and Implementor/Tester complete the required performance tests to ensure that the new circuit meets required parameter limits. 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 Customer, Basic Installation with Cooperative Testing is a "lift and lay" procedure with Cooperative Testing on the Due Date. The COT "lifts" the Loop from its current termination and "lays" it on a new termination connecting to 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 Customer service, Basic Installation with Cooperative Testing may require a dispatch to the End User Customer Premises. The COT and Field Technician complete circuit wiring and perform the required performance tests to ensure the new circuit meets the required parameter limits.

9.2.2.9.5.3 If Qwest fails to perform cooperative testing due to Qwest's fault, Qwest will waive the non-recurring 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 =  $\leq$  41 dB at 196 kHz

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

9.2.2.9.7 Project Coordinated Installation: A Project Coordinated Installation permits 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 Customer.

9.2.2.10 Multiplexing. Multiplexing is offered in DS3 to DS1 and DS1 to DS0 configurations. Except as specifically set forth in Section 9.2, 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). The requirements with respect to providing a significant amount of local exchange traffic 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. Network maintenance and modernization activities will result in transmission parameters that are within transmission limits of the Unbundled Loop, ancillary or Finished Service ordered by CLEC. In the event that Qwest intends to dispatch personnel to the Premises of a CLEC End User Customer, for the purpose of maintaining or modernizing the Qwest network, Qwest shall provide CLEC with email notification no less than 3 business days in advance of the Qwest dispatch and within 3 business days after completing the maintenance or modernization activity. In the event of an emergency (i.e., no dial tone), Qwest need not provide CLEC with advance

email notification but shall notify CLEC by email within 3 business days after completing the emergency maintenance or modernizing activity.

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

- a) Reserved for Future Use.
- b) Reserved for Future Use.

9.2.2.13 Facilities and lines Qwest furnishes on the Premises of CLEC's End User Customer up to and including the Loop Demarcation Point are the property of Qwest. Qwest shall have reasonable access to all such facilities for network management purposes. Qwest will coordinate entry dates and times with appropriate 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 Reserved for Future Use.
- 9.2.2.15 Reuse of Loop Facilities

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

9.2.2.15.2 When CLEC contacts Qwest with a request to convert an End User Customer 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, at new CLEC request, where technically compatible, will reuse the Loop for the service requested by new CLEC (e.g., resale service).

9.2.2.15.3. When CLEC contacts Qwest with a request to convert an End User Customer from Qwest to CLEC, at CLEC request, 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.

9.2.2.15.4 Upon completion of the disconnection of the Loop, Qwest will send a Loss Notification report to the original competitive Carrier signifying completion of the loss.

#### 9.2.3 Rate Elements

The following recurring and non-recurring 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 Non-recurring rates.

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

9.2.3.3 DS1 and DS3 Capable Loop, OC3, OC12, OC48, OC192, Basic Rate (BRI) ISDN, ADSL Compatible Loop and xDSL-I Capable Loop Recurring and Non-recurring rates.

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

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

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

9.2.3.7.3 Intentionally Left Blank.

9.2.3.7.4 Intentionally Left Blank.

9.2.3.7.5 For coordinated installations scheduled to commence Out of Hours, or rescheduled by 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 Customer, CLEC shall be responsible for obtaining and maintaining a Proof of Authorization as required by applicable federal and State law, as amended from time to time.

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 For a 2/4 wire non-loaded Loop, ADSL compatible Loop, ISDN capable Loop, xDSL-I capable Loop, or DS1 capable Loop, Qwest will return a Firm Order Confirmation (FOC) to CLEC within seventy-two (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 Reserved for Future Use.

9.2.4.3.1.2.4 Reserved for Future Use.

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. 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 originates at the CLEC 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 shall not apply to conversions to Unbundled Loop.

9.2.4.7 Reserved for Future Use.

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

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

9.2.4.9.1 When load coils and Bridged Taps do not exist, CLEC may

request the standard Due Date interval, which will apply upon submission of a complete and accurate LSR.

9.2.4.9.2 When load coils and/or Bridged Taps do exist, CLEC will request the minimum fifteen (15) business days Desired Due Date. CLEC can determine the existence of load coils or Bridged Taps 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.

9.2.4.10 Out of Hours Coordinated Installations.

9.2.4.10.1 For purposes of this Section, Qwest's standard installation hours are 8:00 a.m. to 5:00 p.m., Monday through Friday. Installations requested outside of these hours are considered to be Out of Hours Installations.

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

9.2.4.10.3 To request Out of Hours Coordinated Installations, 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.

9.2.4.10.4 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 Customer base and will have the responsibility for resolution of any service trouble report(s) from its End User Customers. 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 NID or Loop 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 Customer's side of the Loop Demarcation Point. If the trouble is on the End User

Customer's side of the Loop Demarcation Point, and 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. In the event that Qwest reports no trouble found in it's network on a trouble ticket and it is subsequently determined that the reported trouble is in Qwest's network, then Qwest will refund to CLEC any Maintenance of Service Charges assessed to CLEC for that same trouble ticket.

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 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 implemented to fix the problems.

9.2.5.5 Qwest shall allow access to the NID for testing purposes where access at the Demarcation Point is not adequate to allow testing sufficient to isolate troubles; in the event that Qwest chooses not to allow such access, it shall waive any trouble isolation charges that may otherwise be applicable.

## 9.2.6. Spectrum Management

9.2.6.1 Qwest will provide 2/4 Wire non-loaded Loops, ADSL compatible Loops, ISDN capable Loops, xDSL-I capable Loops, DS1 capable Loops and DS3 capable Loops (collectively referred to in this Section 9.2.6 as "xDSL Loops") in a nondiscriminatory 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. If CLEC claims a service is significantly degrading the performance of other Advanced Services or traditional voice band services on one of its facilities, within forty-eight (48) hours Qwest will provide CLEC with binder group information including cable, pair, Carrier, NC/NCI Code information and PSD class to allow CLEC to notify the causing Carrier of the problem. Such information provided by Qwest shall be considered Confidential Information pursuant to the Agreement. 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. Information provided by CLEC pursuant to this Section 9.2.6.2 shall be deemed

Confidential Information pursuant to the Agreement.

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, of if technology has been deployed elsewhere without a "significant degradation of service".

9.2.6.4 Qwest recognizes that the analog T1 service traditionally used within its network is a "known Disturber" as designated by the FCC. Qwest will place such T1s, by whoever employed, within Binder Groups in a manner that minimizes interference. Where such placement is insufficient to eliminate interference that disrupts other services being provided, Qwest shall, whenever it is Technically Feasible, replace its T1 technology with a technology that will eliminate undue interference problems. Qwest also agrees that any future "known Disturber" defined by the FCC or the Commission will be managed as required by FCC or Commission rules and orders and industry standards.

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 Reserved for Future Use.

9.2.6.8 Qwest will not have the authority to unilaterally determine what Advanced Services technologies may be deployed or to resolve any dispute over spectral interference among Carriers. Notwithstanding any other provision herein, 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.

9.2.6.9 A CLEC that has deployed any Central Office based xDSL service that meets the requirements set forth in Sections 9.2.6.2 or 9.2.6.3 shall be entitled to require Qwest to take appropriate measures to mitigate the demonstrable adverse effects on such service that arise from Qwest's use of repeaters or remotely deployed DSL service in that area.

## ATTACHMENT 2

#### 9.21 UNE-P Line Splitting

#### 9.21.1 Description

Line Splitting provides CLEC/DLEC with the opportunity to offer advanced data service simultaneously with an existing UNE-P by using the frequency range above the voice band on the copper Loop. The advanced data service may be provided by the Customer of record or another data service provider chosen by the Customer of record. A POTS Splitter must be inserted into the UNE-P to accommodate establishment of the advanced data service. The POTS Splitter separates the voice and data traffic and allows the copper Loop to be used for simultaneous DLEC data transmission and CLEC provided voice service to the End User. "CLEC" will herein be referred to as the voice service provider while "DLEC" will be referred to as the voice service provider while "DLEC" will be referred to as the voice service provider while "DLEC" will be referred to as the cLEC/DLEC partnership will be identified to Qwest.

#### 9.21.2 Terms and Conditions

## 9.21.2.1 General

9.21.2.1.1 The Customer of record will order the insertion of a POTS Splitter. Qwest is not responsible for providing the Splitter, filter(s) and/or other equipment necessary for the End User to receive separate voice and data service across a single copper Loop.

9.21.2.1.2 To order Line Splitting, CLEC/DLEC must have a POTS Splitter installed in the Qwest Wire Center that serves the End User. The POTS Splitter must meet the requirements for Central Office equipment Collocation set by the FCC or be compliant with ANSI T1.413.

9.21.2.1.3 CLEC/DLEC may provide any xDSL services that are compatible with CLEC UNE-P POTS service in accordance with ANSI T1.413 or IEEE 820 or other industry standards.

9.21.2.1.4 There may be only one DLEC at any given time that provides advanced data service on any given UNE-P.

9.21.2.1.5 The Customer of record will be able to request conditioning of the Unbundled Loop portion of the UNE-P. Qwest will perform requested conditioning of shared Loops to remove load coils and excess Bridged Taps. If CLEC requests conditioning and such conditioning significantly degrades the voice services on the Loop of the UNE-P to the point that it is unacceptable to CLEC, CLEC shall pay the conditioning rate set forth in Exhibit A to recondition the Loop.

9.21.2.1.6 POTS Splitters may be installed in Qwest Wire Centers in either of the following ways at the discretion of CLEC/DLEC: (a) via the standard Collocation arrangements set forth in the Collocation Section; or (b)

via Common Area Splitter Collocation. Under either option, POTS Splitters will be appropriately hard-wired or pre-wired so that Qwest is not required to inventory more than two (2) points of termination. For UNE-P Line Splitting, Qwest shall use the same number of Cross Connections and the same length of the tie pairs as it uses for Line Sharing.

9.21.2.1.7 Reserved for Future Use.

9.21.2.1.8 POTS Splitter Collocation requirements are covered in the Shared Loop Section of the Agreement.

9.21.2.1.8.1 Qwest Digital Subscriber Line service (DSL) is available with technically compatible UNE-P services, including but not limited to, UNE-P POTS, UNE-P PBX Analog (non-DID trunks) and UNE-P Centrex, at one-hundred percent (100%) of the retail Tariff rate.

9.21.2.1.8.2 CLEC may convert existing Qwest retail service with existing Qwest DSL to UNE-P services with Qwest DSL service, without an interruption in service due to the conversion. CLEC may also request the installation of new Qwest DSL service on existing UNE-P service, subject to Loop qualification and availability.

9.21.2.1.8.3 In both instances identified above, Qwest will not have a direct relationship with the End User Customer. Qwest will bill the CLEC and the CLEC will bill its End User Customer for the DSL Service.

## 9.21.3 Rate Elements

The following UNE-P Line Splitting rate elements are contained in Exhibit A of this Amendment.

9.21.3.1 Recurring Rates for UNE-P Line Splitting.

9.21.3.1.1 Interconnection TIE Pairs (ITP). A monthly recurring charge to recover the costs associated with the use of 2 ITPs, one for voice and one for voice/data.

9.21.3.1.2 OSS Charge – A monthly recurring charge to recover the cost of the OSS modifications necessary to provide access to the high frequency portion of the UNE-P Loop.

9.21.3.2 Nonrecurring Rates for the UNE-P Line Splitting

9.21.3.2.1 Basic Installation Charge for UNE-P Line Splitting – A nonrecurring charge for each UNE-P Line Splitting installed will apply.

9.21.3.2.2 Charge for conditioning Loop associated with UNE-P – A nonrecurring charge for either conditioning the Loop by removing load coils and/or excess Bridged Taps; or reconditioning the line if necessary to assure

the quality of the voice service on the UNE-P.

9.21.3.3 Nonrecurring Rates for Maintenance and Repair

9.21.3.3.1 Trouble Isolation Charge – A nonrecurring charge for Trouble isolation will be applied in accordance with the Support Functions – Maintenance and Repair Section.

9.21.3.3.2 Additional Testing – The Customer of record may request Qwest to perform additional testing, and Qwest may decide to perform the requested testing on a case-by-case basis. A nonrecurring charge will apply in accordance with Exhibit A.

9.21.3.4 Rates for POTS Splitter Collocation are included in Exhibit A.

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

## 9.21.4 Ordering Process

9.21.4.1 UNE-P Line Splitting

9.21.4.1.1 As a part of the pre-order process, CLEC/DLEC may access Loop characteristic information through the Loop Information Tool described in the Support Functions Section. The Customer of record will determine, in its sole discretion and at its risk, whether to add data services to any specific UNE-P associated Loop.

9.21.4.1.2 The Customer of record will provide on the LSR, the appropriate frame terminations that are dedicated to POTS Splitters. Qwest will administer all cross connects/jumpers on the COSMIC/MDF and IDF.

9.21.4.1.3 Basic Installation "lift and lay" procedure will be used for all Line Splitting orders. Under this approach, a Qwest technician "lifts" the Loop from its current termination in a Qwest Wire Center and "lays" it on a new termination connecting to CLEC's/DLEC's collocated equipment in the same Wire Center.

9.21.4.1.4 The Customer of record shall not place orders for UNE-P Line Splitting until all work necessary to provision UNE-P Line Splitting in a given Qwest Wire Center, including, but not limited to, POTS Splitter installation and TIE Cable reclassification or augmentation has been completed.

9.21.4.1.5 If a Line Splitting LSR is placed to change from Line Sharing to

UNE-P Line Splitting or to change the voice provider in a UNE-P Line Splitting arrangement and the data provider does not change or move Splitter location, the data service will not be interrupted.

9.21.4.1.6 The Customer of record shall submit the appropriate LSR's associated with establishing UNE-P and Line Splitting.

#### 9.21.5 Billing

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

9.21.5.2 Qwest shall bill the Customer of record for all recurring and nonrecurring Line Splitting rate elements.

## 9.21.6 Repair and Maintenance

9.21.6.1 Qwest will allow CLEC/DLEC to access UNE-P Line Splitting at the point where the combined voice and data Loop is cross-connected to the POTS Splitter.

9.21.6.2 The Customer of record will be responsible for reporting to Qwest voice service troubles provided over UNE-P Line Splitting. Qwest will be responsible to repair troubles on the physical line between Network Interface Devices at the user premises and the point of demarcation in Qwest Wire Centers. CLEC/DLEC will be responsible for repairing data services provided on UNE-P Line Splitting. Qwest, CLEC and DLEC each will be responsible for maintaining its equipment. The entity that controls the POTS Splitters will be responsible for their maintenance.

9.21.6.3 Qwest, CLEC and DLEC will continue to develop repair and maintenance procedures for UNE-P Line Splitting and agree to document final agreed to procedures in a methods and procedures document that will be made available on Qwest's website: <u>http://www.qwest.com/wholesale//pcat/</u>. In the interim, Qwest and CLEC/DLEC agree that the following general principles will guide the repair and maintenance process for UNE-P Line Splitting.

9.21.6.3.1 If an End User complains of a voice service problem that may be related to the use of an UNE-P for data services, Qwest and CLEC/DLEC will work together with the End User to solve the problem to the satisfaction of the End User. Qwest will not disconnect the data service without authorization from the Customer of record.

9.21.6.3.2 CLEC and DLEC are responsible for their respective End User base. CLEC/DLEC will have the responsibility for initiation and resolution of any service trouble report(s) initiated by their respective End Users.

9.21.6.3.3 Qwest will test for electrical faults (e.g. opens, and/or foreign voltage) on UNE-P Line Splitting in response to trouble tickets initiated by

CLEC. When trouble tickets are initiated by CLEC, and such trouble is not an electrical fault (e.g. opens, shorts, and/or foreign voltage) in Qwest's network, Qwest will assess the Customer of record the TIC Charge.

9.21.6.3.4 When trouble reported by the Customer of record is not isolated or identified by tests for electrical faults (e.g. opens, shorts, and/or foreign voltage). Qwest may perform additional testing at the request of the Customer of record on a case-by-case basis. The Customer of record may request that Qwest perform additional testing and Qwest may decide not to perform requested testing where it believes, in good faith, that additional testing is unnecessary because the test requested has already been performed or otherwise duplicates the results of a previously performed test. In this case, Qwest will provide the Customer of record with the relevant test results on a case-by-case basis. If this additional testing uncovers electrical fault trouble (e.g. opens, shorts, and/or foreign voltage) in the portion of the network for which Qwest is responsible, the Customer of record will not be charged by Qwest for the testing. If this additional testing uncovers a problem in the portion of the network for which CLEC/DLEC is responsible, Qwest will assess the appropriate Miscellaneous Charge to the Customer of record.

9.21.6.4 When POTS Splitters are installed in Qwest Wire Centers via Common Area Splitter Collocation, CLEC/DLEC will order and install additional Splitter cards as necessary to increase the capacity of the POTS Splitters. CLEC/DLEC will leave one unused, spare Splitter card in every shelf to be used for repair and maintenance until such time as the card must be used to fill the shelf to capacity.

9.21.6.5 When POTS Splitters are installed in Qwest Wire Centers via standard Collocation arrangements, CLEC/DLEC may install test access equipment in its Collocation areas in those Wire Centers for the purpose of testing UNE-P Line Splitting. This equipment must meet the requirements for Central Office equipment set by the FCC.

9.21.6.6 Qwest, CLEC and DLEC will work together to address End User initiated repair requests and to prevent adverse impacts to the End User.

## 9.21.7 Customer of Record and Authorized Agents

9.21.7.1 "Customer of record" is defined for purposes of this section as the CLEC that is the billed Customer for Line Splitting. The Customer of record may designate an authorized agent pursuant to the terms of sections 9.21.7.2 and 9.21.7.3 to perform ordering and/or Maintenance and Repair functions.

9.21.7.2 In order for the authorized agent of the Customer of record to perform ordering and/or Maintenance and Repair functions, the Customer of record must provide its authorized agent the necessary access and security devices, including but not limited to user identifications, digital certificates and SecurID cards, that will allow the authorized agent to access the records of the Customer of record. Such access will be managed by the Customer of record.

9.21.7.3 The Customer of record shall hold Qwest harmless with regard to any harm to Customer of record as a direct and proximate result of the acts or omissions of the authorized agent of the Customer of record or any other person who has obtained from the Customer of record the necessary access and security devices through the Customer of record, including but not limited to user identifications, digital certificates and SecurID cards, that allow such person to access the records of the Customer of record unless such access and security devices were wrongfully obtained by such person through the willful or negligent behavior of Qwest.

## ATTACHMENT 3

## 9.24 Loop Splitting

#### 9.24.1 Description

Loop Splitting provides CLEC/DLEC with the opportunity to offer advanced data service simultaneously with voice over an existing Unbundled Loop by using the frequency range above the voice band on the copper Loop. The advanced data service may be provided by the Customer of record or another data service provider chosen by the Customer of record. The POTS Splitter separates the voice and data traffic and allows the copper Loop to be used for simultaneous DLEC data transmission and CLEC provided voice service to the end user. "CLEC" will herein be referred to as the voice service provider while "DLEC" will be referred to as the voice service provider while "DLEC" will be referred to as the voice service provider while "DLEC" will be referred to as the voice service provider while "DLEC" will be referred to as the voice service provider while "DLEC" will be referred to as the voice service provider while "DLEC" will be referred to as the voice service provider while "DLEC" will be referred to as the voice service provider while "DLEC" will be referred to as the voice service provider while "DLEC" will be referred to as the voice service provider while "DLEC" will be referred to as the voice service provider while "DLEC" will be referred to as the advanced data service provider. CLEC and DLEC may be the same entity. Only one (1) Customer of record determined by the CLEC/DLEC partnership will be identified to Qwest.

9.24.1.1 With regard to Qwest current requirement that Loop Splitting be offered over an existing Unbundled Loop, Qwest acknowledges that there are ongoing industry discussions regarding the Provisioning of Loop Splitting over a new Unbundled Loop. If as a result of those discussions, a process is developed for Loop Splitting over a new Loop, Qwest will negotiate an amendment to the Agreement at CLEC's request to eliminate the limitation of Loop Splitting to existing Unbundled Loops. Requests for other Loop Splitting applications must be submitted through the Special Request Process (SRP).

#### 9.24.2 Terms and Conditions

## 9.24.2.1 General

9.24.2.1.1 Qwest is not responsible for providing the Splitter, filter(s) and/or other equipment necessary for the End User to receive separate voice and data service across a single copper Loop.

9.24.2.1.2 To order Loop Splitting, CLEC/DLEC must have a POTS Splitter installed in the Qwest Wire Center that serves the End User. The POTS Splitter must meet the requirements for Central Office equipment Collocation set by the FCC or be compliant with ANSI T1.413.

9.24.2.1.3 There may only be one DLEC at any given time that provides advanced data service on any given Unbundled Loop.

9.24.2.1.4 If Loop Splitting is requested for an analog Loop, the Loop must be converted to a 2/4 wire non-loaded Loop or ADSL compatible Loop.

9.24.2.1.4.1 The Customer of record will be able to request conditioning of the Unbundled Loop. Qwest will perform requested conditioning of Unbundled Loops to remove load coils and excess Bridged Taps under the terms and conditions associated with Loop conditioning.

9.24.2.1.4.2. If requested conditioning significantly degrades the existing service over the Unbundled Loop to the point that it is unacceptable to CLEC, Customer of record shall pay to convert back to an analog Loop.

9.24.2.1.5 POTS Splitters may be installed in Qwest Wire Centers in either of the following ways at the discretion of CLEC/DLEC: (a) via the standard Collocation arrangements set forth in the Collocation Section; or (b) via Common Area Splitter Collocation. Under either option, POTS Splitters will be appropriately hard-wired or pre-wired so that points of termination are kept to a minimum. For Loop Splitting, Qwest shall use the same length of tie pairs as it uses for Line Sharing, except for the additional CLEC to CLEC connection, which is not required for Line Sharing.

9.24.2.1.6 POTS Splitter Collocation requirements are covered in the Agreement.

## 9.24.3 Rate Elements

The following Loop Splitting rate elements are contained in Exhibit A of this Amendment.

9.24.3.1 Recurring Rates for Loop Splitting.

9.24.3.1.1 Interconnection TIE Pairs (ITP)- A monthly recurring charge to recover the costs associated with the use of ITPs.

9.24.3.1.2 OSS Charge – A monthly recurring charge to recover the cost of the OSS modifications necessary to provide access to the high frequency portion of the Unbundled Loop.

9.24.3.2 Nonrecurring Rates for the Loop Splitting

9.24.3.2.1 Basic Installation Charge for Loop Splitting – A nonrecurring charge for Loop Splitting installed will apply.

9.24.3.3 Nonrecurring Rates for Maintenance and Repair

9.24.3.3.1 Trouble Isolation Charge – A nonrecurring charge for Trouble isolation will be applied in accordance with the Support Functions – Maintenance and Repair Section.

9.24.3.3.2 Additional Testing – The Customer of record may request Qwest to perform additional testing, and Qwest may decide to perform the requested testing on a case-by-case basis. A nonrecurring charge will apply in accordance with Exhibit A.

- 9.24.3.4 Rates for POTS Splitter Collocation are included in Exhibit A.
- 9.24.3.5 All of these rates are interim and will be subject to true-up based on either

mutually agreed permanent rates or permanent rates established in a cost proceeding conducted by the Commission. In the event interim rates are established by the Commission before permanent rates are set, the interim rates set forth in Exhibit A will be changed to reflect the interim rates set by the Commission; however, no true up will be performed until mutually agreed to permanent rates are established or permanent rates are established by the Commission.

## 9.24.4 Ordering Process

## 9.24.4.1 Loop Splitting

9.24.4.1.1 As a part of the pre-order process, CLEC/DLEC may access Loop characteristic information through the Loop Information Tool described in the Support Functions Section. The Customer of record will determine, in its sole discretion and at its risk, whether to add data services to any specific Unbundled Loop.

9.24.4.1.2 The Customer of record will provide on the LSR, the appropriate frame terminations that are dedicated to POTS Splitters. Qwest will administer all cross connects/jumpers on the COSMIC/MDF and IDF.

9.24.4.1.3 Basic Installation "lift and lay" procedure will be used for all Loop Splitting orders. Under this approach, a Qwest technician "lifts" the Loop from its current termination in a Qwest Wire Center and "lays" it on a new termination connecting to CLEC's/DLEC's collocated equipment in the same Wire Center.

9.24.4.1.4 The Customer of record shall not place orders for Loop Splitting until all work necessary to provision Loop Splitting in a given Qwest Wire Center, including, but not limited to, POTS Splitter installation and TIE Cable reclassification or augmentation has been completed.

9.24.4.1.5 The Customer of record shall submit the appropriate LSR's associated with establishing Unbundled Loop and Loop Splitting.

9.24.4.1.6 If a Loop Splitting LSR is placed to change from Line Sharing to Loop Splitting or to change the voice provider in an existing Loop Splitting arrangement and the data provider does not change or move Splitter location, the data service will not be interrupted.

## 9.24.5 Billing

9.24.5.1 Qwest shall provide a bill to the Customer of record, on a monthly basis, within seven to ten (7-10) calendar Days of the last day of the most recent Billing period, in an agreed upon standard electronic Billing format.

9.24.5.2 Qwest shall bill the Customer of record for all recurring and nonrecurring Loop Splitting rate elements.

## 9.24.6 Repair and Maintenance

9.24.6.1 Qwest will allow CLEC/DLEC to access Loop Splitting at the point where the combined voice and data Loop is cross connected to the POTS Splitter.

9.24.6.2 The Customer of record will be responsible for reporting to Qwest service troubles provided over Loop Splitting. Qwest will be responsible to repair troubles on the physical line between Network Interface Devices at the user premises and the point of demarcation in Qwest Wire Centers. Qwest, CLEC and DLEC each will be responsible for maintaining its equipment. The entity that controls the POTS Splitters will be responsible for their maintenance.

9.24.6.3 Qwest, CLEC and DLEC will continue to develop repair and maintenance procedures for Loop Splitting and agree to document final agreed to procedures in a methods and procedures document that will be made available on Qwest's website.

## 9.24.7 Customer of Record and Authorized Agents

9.24.7.1 "Customer of Record" is defined for the purposes of this section as the CLEC that is the billed Customer for Loop Splitting. The Customer of record may designate an authorized agent pursuant to the terms of sections 9.24.7.2 and 9.24.7.3 to perform ordering and/or Maintenance and Repair functions.

9.24.7.2 In order for the authorized agent of the Customer of record to perform ordering and/or Maintenance and Repair functions, the Customer of record must provide its authorized agent the necessary access and security devices, including but not limited to user identifications, digital certificates and SecurID cards, that will allow the authorized agent to access the records of the Customer of record. Such access will be managed by the Customer of record.

9.24.7.3 The Customer of record shall hold Qwest harmless with regard to any harm Customer of record receives as a direct and proximate result of the acts or omissions of the authorized agent of the Customer of record or any other person who has obtained from the Customer of record the necessary access and security devices, including but not limited to user identifications, digital certificates and SecurID cards, that allow such person to access the records of the Customer of record unless such access and security devices were wrongfully obtained by such person through the willful or negligent behavior of Qwest.

## **ATTACHMENT 4**

#### Collocation of Splitters

#### 9.4.2.2 CLEC Collocation Area Splitter

9.4.2.2.1 If CLEC elects to have POTS Splitters installed in Qwest Wire Centers via the standard Collocation arrangements set forth in the Collocation Section, CLEC will either purchase the POTS Splitters or have Qwest purchase the POTS Splitters subject to full reimbursement of the cost of the POTS Splitters plus any pass through actual vendor invoice costs, including but not limited to taxes, shipping and handling. The POTS Splitters must meet the requirements for Central Office equipment Collocation set by the FCC. CLEC will be responsible for installing and maintaining the POTS Splitters in its Collocation areas within Qwest Wire Centers.

9.4.2.2.2 CLEC may designate some or all of its existing TIE Cables for use in connection with Line Splitting or Loop Splitting. Qwest will perform any necessary TIE Cable reclassifications, frame re-stenciling, and related work for which it is responsible and that is required to provision Line Splitting or Loop Splitting. Charges will apply pursuant to Exhibit A of the Agreement.

9.4.2.2.3 Two (2) ITPs and two (2) TIE Cables will be needed to connect POTS Splitters to the Qwest network. One (1) ITP will carry both voice and data traffic from the COSMIC<sup>™</sup>/MDF Loop termination, to an appropriate ICDF. From this frame, one (1) TIE Cable will carry both voice and data traffic to the POTS Splitter located in CLEC's Collocation area. The voice and data traffic will be separated at the POTS Splitter. The data traffic will be routed to CLEC's network within its Collocation area. The voice traffic will be routed to the COSMIC<sup>™</sup>/MDF Switch termination, via the ICDF, using a second TIE Cable and a second ITP.

9.4.2.2.4 Interconnection Tie Pairs and TIE Cables. There are two (2) types of ITP arrangements for connecting the Qwest network to the CLEC provided Splitter, depending on whether CLEC elects to use an ICDF or direct connections.

9.4.2.2.4.1 CLEC may elect to use an ICDF. In this instance, one ITP carries the combined voice/data signal from the COSMIC<sup>™</sup>/MDF Loop termination to the ICDF and a second ITP carries the voice only signal from the ICDF to the COSMIC<sup>™</sup>/MDF Switch termination. For each Shared Loop, two (2) pairs of the TIE cable must be used: one pair of the TIE Cable will carry the voice/data from the ICDF to the CLEC provided Splitter, and the second pair will carry the voice-only signal from the CLEC provided Splitter to the ICDF.

9.4.2.2.4.2 CLEC may elect to use direct connections between the CLEC-provided Splitter and the COSMIC<sup>™</sup>/MDF. In this

instance, Qwest will provide one TIE Cable between each module of the COSMIC™/MDF and the CLEC-provided Splitter. One pair in the TIE Cable will carry the combined voice/data signal from the COSMIC<sup>™</sup>/MDF Loop termination to the CLEC-provided Splitter in CLEC's Collocation space. A second pair in the TIE Cable will carry the voice-only signal from the CLEC-provided Splitter to the Switch termination on the COSMIC™/MDF. These TIE Cables will be dedicated to CLEC's use, and, as a result, the full cost of the necessary Mechanized Engineering and Layout for Distributing Frame (MELD™) run, cable placement, and cable termination. and associated COSMIC™/MDF hardware to terminate a TIE Cable on each outside plant and Switch equipment module of the COSMIC<sup>™</sup>/MDF will be assessed to CLEC in accordance with Section 8 (Collocation). To minimize CLECs cost, to the extent feasible, Qwest shall consolidate CLECs requirements with the requirements of Qwest and other CLECs into a single MELD™ run whenever feasible. Costs of such consolidated MELD™ runs shall be prorated among the Parties, including Qwest. Qwest will provide, for each Shared Loop, the TIE Cable pair assignments.

9.4.2.2.5 The Demarcation Points between Qwest's network and CLEC's network will be the place where the combined voice and data Loop is connected to the ICDF, or where CLEC chooses a direct connection to the COSMIC<sup>™</sup>/MDF, where the combined voice and data Loop originates from CLEC's Collocation.

#### 9.4.2.3 Common Area Splitter Collocation

If CLEC elects to have POTS Splitters installed in Qwest Wire 9.4.2.3.1 Centers via Common Area Splitter Collocation, the POTS Splitters will be installed in those Wire Centers in one of the following locations: (a) in a relay rack as close to CLEC's DS0 termination points as possible; (b) on an ICDF to the extent such a frame is available; or (c) where options (a) and (b) are not available, or in Wire Centers with network access line counts of less than 10,000, on the COSMIC<sup>™</sup>/MDF or in some other appropriate location such as an existing Qwest relay rack or bay. In Wire Centers with access line counts greater than 10,000, when all common area Splitter bays and racks are fully utilized, space permitting, Qwest will allow CLEC to place POTS Splitters on the COSMIC/MDF. CLEC either may purchase POTS Splitters or have Qwest purchase the POTS Splitters subject to full reimbursement of the cost of the POTS Splitters plus any pass through actual vendor invoice costs, including but not limited to, taxes, shipping and handling. The POTS Splitters must meet the requirements for Central Office equipment Collocation set by the FCC. Qwest will be responsible for installing and maintaining the POTS Splitters, but CLEC will lease the POTS Splitters to Qwest at no cost. Qwest may co-mingle the POTS Splitters' shelves of different CLECs in a single relay rack or bay. Qwest will not be responsible for shortages of POTS Splitters or Qwest's inability to obtain POTS Splitters from vendors, if acting as purchasing agent on behalf of CLEC.

9.4.2.3.2 Two (2) ITPs and four (4) TIE Cables will be needed to connect the POTS Splitters to the Qwest network. One (1) ITP will carry both voice and data traffic from the COSMIC<sup>™</sup>/MDF Loop termination, to an appropriate ICDF. From this frame, one TIE Cable will carry both voice and data traffic to the POTS Splitter. The voice and data traffic will be separated at the POTS Splitter, and the separated voice and data traffic will be routed to the ICDF via separate TIE Cables (i.e., the second and third TIE Cables). At the ICDF, the data traffic will be routed to CLEC's Collocation area via a fourth TIE Cable, and the voice traffic will be routed to the COSMIC<sup>™</sup>/MDF Switch termination, via a second ITP. CLEC can also elect a direct connect option pursuant to Section 8.3.1.11.2.

9.4.2.3.3 Qwest will provide the cabling used for TIE Cables between the POTS Splitter and the ICDF. The POTS Splitter Tie Cable Connection Charge will apply.

9.4.2.3.4 The Demarcation Point between Qwest's network and CLEC's network will be at the place where the data Loop leaves the POTS Splitter on its way to CLEC's collocated equipment.

#### Exhibit A - Oregon AT T

This rate sheet reflects cost docket rates ordered by the Public Utility Commission     Oraces is Declar bios 104.773 JUT 138 Deces II and III official May 0				
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Oceana is Desired New 104 770 NT 400 Disease Unit 401 - 4 10 - 4 - 10 - 14 - 00	þf			
Oregon in Docket Nos. UM 773, UT 138 Phases II and III effective May 09,				
2003.000000				
2. This rate sheet reflects the Wholesale Discount rate ordered by the Public Utility				
Commission of Oregon in Docket No. UM 962, Order No. 02-821 effective November 20,				
2002.				
9.2 Unbundled Loops		Recurring	Non-Recurring	Notes
9.2.1 Analog Loops			Y	
			See Installation	
			options, Section	
0.2.1.1. 2. Mire Vision Crede			9.2.4	
9.2.1.1 2-Wire Voice Grade		\$13.95	9.2.4	
Zone 1				
Zone 2		\$25.20		
Zone 3		\$56.21	· · · · · ·	
			Con Installation	
			See Installation	
			options, Section	
9.2.1.2 4-Wire Voice Grade			9.2.4	
Zone 1		\$27.90		
Zone 2		\$50.40		
Zone 3		\$112.42		
9.2.2 Non-loaded Loops				
			See Installation	
			options, Section	
			9.2.4 and See also	
9.2.2.1 2-Wire Non-loaded Loop		1	Section 9.2.2.3	
Zone 1	h	\$13.95		
Zone 2		\$25.20		
		\$25.20		-
Zone 3		\$00.21		
			See Installation	
			options, Section	
			9.2.4 and See also	
9.2.2.2 4-Wire Non-loaded Loop			Section 9.2.2.3	
Zone 1		\$27.90		
Zone 2		\$50.40		
Zone 3		\$112.42		
9.2.2.3 Cable Unloading/Bridge Tap Removal	_		\$0.00	
9.2.3 Digital Capable Loops				
			See Installation	
			options, Section	
			9.2.4 and See also	
9.2.3.1 Basic Rate ISDN / xDSL-I Capable / ADSL Compatible Loop			Section 9.2.2.3	
Zone 1		\$13.95	0001011 0.2.2.0	
Zone 2		\$25.20		
Zone 3		\$56.21		
9.2.3.2 DS1 Capable Loop		\$87.37		
9.2.3.3 DS3 Capable Loop		\$363.42		
9.2.3.4 OC - n Capable Loop				
OC - 3		\$952.68		12
OC - 12		\$1,386.81		12
OC - 48		\$3,938.81		12
9.2.3.5 2-Wire Extension Technology		\$23.54		
		See related monthly		
9.2.4 Loop Installation Charges for 2 & 4 wire Analog/non loaded, ISDN BRI		recurring Loop		
Capable, xDSL (capable, and ADSL Compatible Loop where conditioning is not required).		charges above.		
9.2.4.1 Basic Installation		· · · · · · · · · · · · · · · · · · ·		
First			\$47.75	14
First Maguai			\$10.75	17
Manuai				
Manual Mechanized				
Manual Mechanized Each Additional				44
Manual Mechanized Each Additional Manual			\$16.79	14
Manual Mechanized Each Additional Manual Mechanized				14
Manual Mechanized Each Additional Manual Mechanized 9.2.4.2 Basic Installation with Performance Testing			\$16.79	14
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Manual Mechanized Each Additional Manual Mechanized 9.2.4.2 Basic Installation with Performance Testing First Manual			\$16.79 \$10.13 \$100.77	14
Manual Mechanized Each Additional Manual Mechanized 9.2.4.2 Basic Installation with Performance Testing First Manual Mechanized			\$16.79 \$10.13	
Manual Mechanized Each Additional Manual Mechanized 9.2.4.2 Basic Installation with Performance Testing First Manual			\$16.79 \$10.13 \$100.77	
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Manual Mechanized Each Additional Manual Mechanized 9.2.4.2 Basic Installation with Performance Testing First Manual Mechanized Each Additional			\$16.79 \$10.13 \$100.77 \$63.79 \$43.71	14
Manual         Mechanized         Each Additional         Manual         Mechanized         9.2.4.2       Basic Installation with Performance Testing         First         Manual         Mechanized         Each Additional         Mechanized         Each Additional         Menual         Manual         Manual         Menual         Menual         Mechanized			\$16.79 \$10.13 \$100.77 \$63.79	14
Manual         Mechanized         Each Additional         Manual         Mechanized         9.2.4.2       Basic Installation with Performance Testing         First         Manual         Mechanized         Each Additional         Manual         Mechanized         Each Additional         Manual         Mechanized         9.2.4.3         Coordinated Installation with Cooperative Testing / Project			\$16.79 \$10.13 \$100.77 \$63.79 \$43.71	14
Manual         Mechanized         Each Additional         Manual         Mechanized         9.2.4.2       Basic Installation with Performance Testing         First         Manual         Mechanized         Each Additional         Mechanized         Each Additional         Mechanized         9.2.4.3         Coordinated Installation with Cooperative Testing / Project         Coordinated Installation (25 or more DS0 Unbundled Loops)			\$16.79 \$10.13 \$100.77 \$63.79 \$43.71	14
Manual         Mechanized         Each Additional         Manual         Mechanized         9.2.4.2       Basic Installation with Performance Testing         First         Manual         Mechanized         Each Additional         Mechanized         Each Additional         Mechanized         9.2.4.3         Coordinated Installation with Cooperative Testing / Project         Coordinated Installation (25 or more DS0 Unbundled Loops)         First			\$16.79 \$10.13 \$100.77 \$63.79 \$43.71 \$37.05	14 14
Manual         Mechanized         Each Additional         Manual         Mechanized         9.2.4.2 Basic Installation with Performance Testing         First         Manual         Mechanized         Each Additional         Manual         Mechanized         Each Additional         Manual         Mechanized         9.2.4.3 Coordinated Installation with Cooperative Testing / Project         Coordinated Installation (25 or more DS0 Unbundled Loops)         First         Manual			\$16.79 \$10.13 \$100.77 \$63.79 \$43.71 \$37.05 \$134.72	14
Manual         Mechanized         Each Additional         Manual         Mechanized         9.2.4.2 Basic Installation with Performance Testing         First         Manual         Mechanized         Each Additional         Manual         Mechanized         Each Additional         Manual         Mechanized         Each Additional         Manual         Mechanized         9.2.4.3 Coordinated Installation with Cooperative Testing / Project         Coordinated Installation (25 or more DS0 Unbundled Loops)         First         Manual         Mechanized			\$16.79 \$10.13 \$100.77 \$63.79 \$43.71 \$37.05	14
Manual         Mechanized         Each Additional         Manual         Mechanized         9.2.4.2       Basic Installation with Performance Testing         First         Manual         Mechanized         Each Additional         Mechanized         Each Additional         Mechanized         9.2.4.3       Coordinated Installation with Cooperative Testing / Project         Coordinated Installation (25 or more DS0 Unbundled Loops)         First         Manual         Mechanized         Each Additional         Mechanized         9.2.4.3         Coordinated Installation (25 or more DS0 Unbundled Loops)         First         Manual         Mechanized         Each Additional			\$16.79 \$10.13 \$100.77 \$63.79 \$43.71 \$37.05 \$134.72 \$97.74	14 14 14
Manual         Mechanized         Each Additional         Manual         Mechanized         9.2.4.2 Basic Installation with Performance Testing         First         Manual         Mechanized         Each Additional         Manual         Mechanized         Each Additional         Manual         Mechanized         9.2.4.3 Coordinated Installation with Cooperative Testing / Project         Coordinated Installation (25 or more DS0 Unbundled Loops)         First         Manual         Manual         Manual         Mechanized			\$16.79 \$10.13 \$100.77 \$63.79 \$43.71 \$37.05 \$134.72	14

#### Exhibit A - Oregon AT T

9.2.4.4 Coordinated Installation without Cooperative Testing / Project oordinated Installation (25 or more DS0 Unbundled Loops)			
First			
Manual		\$52.37	14
Mechanized		\$15.40	
Each Additional			
Manual		\$21.43	14
Mechanized		\$14.78	
9.2.4.5 Basic Install with Cooperative Testing			
First			
Manual		\$100.77	5,1
Mechanized		\$63.79	5
Each Additional		1	
Manual		\$43.71	5,1
Mechanized		\$37.05	5
	rec	elated monthly curring Loop	
9.2.5 DS1 Loop Installation Charges	cha	irges above.	
9.2.5.1 Basic Installation			
First		\$124.67	#
Each Additional		\$107.49	#
9.2.5.2 Basic Installation with Performance Testing			
First			
Manual		\$278.75	14
Mechanized		\$240.29	
Each Additional			
Manual		\$256.49	14
Mechanized		\$218.77	
9.2.5.3 Coordinated Installation with Cooperative Testing / Project			
pordinated Installation			
First		\$360.33	#
Each Additional		\$318.97	#
9.2.5.4 Coordinated Installation without Cooperative Testing / Project			
pordinated Installation			
First		\$129.73	#
Each Additional		\$112.55	#
9.2.5.5 Basic Install with Cooperative Testing	1		
First			
Manual		\$278.75	5, 14
Mechanized		\$240.29	5
Each Additional			
Manual		\$256.49	5,1
Mechanized		\$218.77	5
9.2.6 DS3 Loop Installation Charges	rec	elated monthly surring Loop rges above.	
9.2.6.1 Basic Installation			
First		\$124.67	#
Each Additional	-tt	\$107.49	#
9.2.6.2 Basic Installation with Performance Testing			
First			
Manual		\$278.13	14
Maridan	+	\$239.67	1XNR
Each Additional	+ + + - + - + - + - + - + - + - + - + -	\$235.07	
		<b>6056 60</b>	
Manual	<b>├</b> ─── <b>├</b> ──	\$256.62	14
Mechanized	<b>├</b> ─── <b>│</b>	\$218.17	1XNR
9.2.6.3 Coordinated Installation with Cooperative Testing / Project			
ordinated Installation			
First	╂────┤───	\$360.33	#
Each Additional	<b>├</b> ──	\$318.97	#
9.2.6.4 Coordinated Installation without Cooperative Testing / Project			
and the stand to shall a firm			
	<b>├</b> ── <b>├</b> ──	\$129.73	. #
First			#
First Each Additional		\$112.55	1
First Each Additional 9.2.6.5 Basic Install with Cooperative Testing			
First Each Additional 9.2.6.5 Basic Install with Cooperative Testing First		\$112.55	
First Each Additional 9.2.6.5 Basic Install with Cooperative Testing First Manual		\$112.55	
First Each Additional 9.2.6.5 Basic Install with Cooperative Testing First Manual Mechanized		\$112.55	5, 14 5
First Each Additional 9.2.6.5 Basic Install with Cooperative Testing First Manual Mechanized Each Additional		\$112.55 \$278.13 \$239.67	
First Each Additional 9.2.6.5 Basic Install with Cooperative Testing First Manual Mechanized Each Additional Manual		\$112.55 \$278.13 \$239.67 \$256.62	5, 14
First Each Additional 9.2.6.5 Basic Install with Cooperative Testing First Manual Mechanized Each Additional		\$112.55 \$278.13 \$239.67	5
First Each Additional 9.2.6.5 Basic Install with Cooperative Testing First Manual Mechanized Each Additional Manual Mechanized 9.2.7 OC - 3, 12, 48 Loop Installation Charges	rec	\$112.55 \$278.13 \$239.67 \$256.62	5, 1
First Each Additional 9.2.6.5 Basic Install with Cooperative Testing First Manual Mechanized Each Additional Manual Mechanized	rec	\$112.55 \$278.13 \$239.67 \$256.62 \$218.17 elated monthly urring Loop	5, 14
First Each Additional 9.2.6.5 Basic Install with Cooperative Testing First Manual Mechanized Each Additional Manual Mechanized 9.2.7 OC - 3, 12, 48 Loop Installation Charges	rec	\$112.55 \$278.13 \$239.67 \$256.62 \$218.17 elated monthly urring Loop	5, 14
First Each Additional 9.2.6.5 Basic Install with Cooperative Testing First Manual Mechanized Each Additional Manual Mechanized 9.2.7 OC - 3, 12, 48 Loop Installation Charges 9.2.7.1 Basic Installation	rec	\$112.55 \$278.13 \$239.67 \$256.62 \$218.17 slated monthly urring Loop rges above.	5,14 5,1
First Each Additional 9.2.6.5 Basic Install with Cooperative Testing First Manual Mechanized Each Additional Manual Mechanized 9.2.7 OC - 3, 12, 48 Loop Installation Charges 9.2.7.1 Basic Installation First	rec	\$112.55 \$278.13 \$239.67 \$256.62 \$218.17 slated monthly urring Loop rges above. \$124.67	5,14 5,14 5
First Each Additional 9.2.6.5 Basic Install with Cooperative Testing First Manual Mechanized Each Additional Manual Mechanized 9.2.7 OC - 3, 12, 48 Loop Installation Charges 9.2.7.1 Basic Installation First Each Additional	rec	\$112.55 \$278.13 \$239.67 \$256.62 \$218.17 elated monthly urring Loop rges above. \$124.67 \$107.49	5,14 5,14 5
First Each Additional 9.2.6.5 Basic Install with Cooperative Testing First Manual Mechanized Each Additional Mechanized 9.2.7 OC - 3, 12, 48 Loop Installation Charges 9.2.7.1 Basic Installation First Each Additional 9.2.7.2 Basic Installation with Performance Testing	rec	\$112.55 \$278.13 \$239.67 \$256.62 \$218.17 slated monthly urring Loop rges above. \$124.67 \$107.49 \$320.41	5 5,14 5 #
First Each Additional 9.2.6.5 Basic Install with Cooperative Testing First Manual Mechanized 9.2.7 OC - 3, 12, 48 Loop Installation Charges 9.2.7.1 Basic Installation First Each Additional 9.2.7.2 Basic Installation with Performance Testing First Each Additional	rec	\$112.55 \$278.13 \$239.67 \$256.62 \$218.17 elated monthly urring Loop rges above. \$124.67 \$107.49	5, 14 5 # #
First Each Additional 9.2.6.5 Basic Install with Cooperative Testing First Manual Mechanized 9.2.7 OC - 3, 12, 48 Loop Installation Charges 9.2.7.1 Basic Installation First Each Additional 9.2.7.2 Basic Installation with Performance Testing First Each Additional 9.2.7.3 Coordinated Installation with Cooperative Testing	rec	\$112.55 \$278.13 \$239.67 \$256.62 \$218.17 elated monthly urring Loop rges above. \$124.67 \$107.49 \$320.41 \$279.64	5,11 5,11 5 # #
Each Additional 9.2.6.5 Basic Install with Cooperative Testing First Manual Mechanized Each Additional Manual Mechanized 9.2.7 OC - 3, 12, 48 Loop Installation Charges 9.2.7.1 Basic Installation First Each Additional 9.2.7.2 Basic Installation with Performance Testing First Each Additional	rec	\$112.55 \$278.13 \$239.67 \$256.62 \$218.17 slated monthly urring Loop rges above. \$124.67 \$107.49 \$320.41	5,11 5 # #

#### Exhibit A - Oregon AT T

First		\$129.73	#
Each Additional		\$112.55	#
9.2.7.5 Basic Install with Cooperative Testing	1		
First		\$320.42	5
Each Additional		\$279.64	5
9.2.8 Private Line to Unbundled Loop Conversions		\$38,18	12
9.4 Line Sharing	Recurring	Non-Recurring	Notes
9.4.1 Shared Loop, per Loop		\$34.89	12
9.4.1.1 Zone 1	\$4.55		#
9.4.1.2 Zone 2	\$4,89		#
9.4.1.3 Zone 3	\$4.89		#
9.4.2 OSS, per Line	\$3.48		12
9.4.3 Reclassification Charge		ICB	3
9.4.4 Splitter Shelf Charge	\$4.52	\$521.10	12
9.4.5 Splitter Options			
9.4.5.1 Splitter in the Common Area - Data to 410 block	\$5.85	\$2,807,52	12
9.4.5.2 Splitter in the Common Area - Data direct to CLEC	\$6.20	\$2,976,56	12
9.4.5.3 Splitter on the MDF - Data to 410 block	\$1.87	\$899,88	12
9.4.5.4 Splitter on the MDF - Data direct to CLEC	\$4.18	\$2,007.11	12
9.4.5.5 Splitter on the IDF - Data to 410 block	\$1.82	\$871.70	12
9.4.5.6 Splitter on the IDF - Data direct to CLEC	\$3.53	\$1,694,99	12
		\$1,379.87	12
9.4.6 Engineering OTES:		\$1,379.87	12
9.4.6 Engineering OTES: Unless otherwise indicated, all rates are pursuant to rates approved by the Oregon	PUC. Docket Nos. UM 844 (Order / 773 (Order No. 02-355), UT 138	No. 97-239), UT 148	12 UM 963
9.4.6 Engineering OTES: Unless otherwise indicated, all rates are pursuant to rates approved by the Oregon order No. 00-481), UM 962 (Order No. 02-821), UT 138 Ph II (Order No. 02-184), UN	PUC. Docket Nos. UM 844 (Order // 773 (Order No. 02-355), UT 138	No. 97-239), UT 148	12 UM 963
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### 1.0 Unbundled Loops, Line Sharing and Line Splitting Service Interval Table:

(a) Established Service Intervals 2/4 Wire Analog (Voice Grade):

a)	1-8 lines	Five (5) business days	
b)	9-16 lines	Six (6) business days	
(C)	17-24 lines	Seven (7) business days	
d)	25 or more	ICB	

(b) Established Service Intervals for 2/4 Wire Non-Loaded Loops, and ADSL Compatible Loops that do not require conditioning:

a)	1-8 lines	Five (5) business days	
b)	9-16 lines	Six (6) business days	
(c)	17-24 lines	Seven (7) business days	
d)	25 or more	ICB	

(c) Established Service Intervals for xDSL-I/ BRI ISDN Capable Loops that do not require conditioning:

a)	1-8 lines	Five (5) business days	
b)	9-16 lines	Six (6) business days	
C)	17-24 lines	Seven (7) business days	
(d)	25 or more	ICB	

(d) Established Service Intervals for existing DS-1 Capable Loops, DS1 Capable Feeder Loop:

a)	1 – 24 lines	Nine (9) business days
b)	25 or More	ICB

(e) Established Service Intervals for existing DS3 Capable Loops:

a)	1-3 lines	Seven (7) business days
b)	4 or more	ICB

(f) Established Service Intervals for Line Sharing and Line Splitting that do not require conditioning:

a)	1-24 lines	Three (3) business days
b)	25 or More	Three (3) business days

(g) Conditioned Loops for 2/4 Wire Non-Loaded Loops, ADSL Compatible, Basic Rate ISDN Capable, xDSL-I Capable Loops, Line Sharing and Line Splitting:

			<b>V</b>	¥	
a)	1-8 lines	Fifteen (1	5) business days		
b)	9 or more	ICB			

(h) Established Repair Intervals for Basic 2-wire Analog Loops, Line Sharing, Line Splitting, and Shared Distribution Loop:

Twenty-four (24) hours OSS

Forty-eight (48) hours AS

 Established Repair Intervals for 4-wire Analog Loops, 2/4 Wire Non-Loaded Loops, Basic Rate ISDN Capable Loops, and ADSL Compatible Loops, xDSL-I Capable Loops, DS1 Capable Loops, DS3 Capable Loops, and Ocn Capable Loops:

Four (4) hours

(j) Quick Loop

a)	1 to 24 Lines	Three (3) business days
b)	25 or more Lines	ICB

Quick Loop with Number Portability

a)	1 to 8 Lines	Three (3) business days
b)	9 to 24 Lines	Four (4) business days
C)	25 or more Lines	ICB

#### (k) OCn Loop

1 or more Lines ICB

#### (I) Shared Distribution Loop

1 or more Lines Five (5) business days

#### (M) Established Service Intervals for 2/4 wire Distribution and Non-loaded Distribution Loop

1 or more Lines	Two (2) business days or Appointment Scheduler

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

Product	Services Ordered	Installation Commitments	Repair Commitments
UDIT, EUDIT, UCCRE			
DS0	1 to 8	Zone 1: Five (5) business days	Four (4) hrs. Zone 1
		Zone 2: Six (6) business days	Four (4) hrs. Zone 2
	9 to 16	Zone 1: Six (6) business days	Four (4) hrs. Zone 1
		Zone 2: Seven (7) business days	Four (4) hrs. Zone 2
	17 to 24	Zone 1: Seven (7) business days	Four (4) hrs. Zone 1
		Zone 2: Eight (8) business days	Four (4) hrs. Zone 2
	25 or more	ICB	ICB

DS1	1 to 8	Zone 1: Five (5)	Four (4) hrs
		business days	Zone 1
		Zone 2: Eight (8)	Four (4) hrs
		business days	Zone 2
	9 to 16	Zone 1: Six (6)	Four (4) hrs
		business days	Zone 1
		Zone 2: Nine (9)	Four (4) hrs
		business days	Zone 2
	17 to 24	Zone 1: Seven (7)	Four (4) hrs
		business days	Zone1
		Zone 2: Ten (10)	Four (4) hrs
		business days	Zone 2
	25 or more	ICB	Four (4) hrs
DS3	1 to 3 Circuits	Zone 1: Seven (7)	Four (4) hrs
		business days	Zone 1
		Zone 2: Nine (9)	Four (4) hrs
		business days	Zone 2
	4 or more Circuits	ICB	Four (4) hrs
OC3 and Higher	1 or more Circuits	ICB	Four (4) hrs

### 3.0 Unbundled Local Switching Service Interval Table:

Product	Semilars Orders 1	Installation	Repair
	Services Ordered	Commitments	Commitments
Unbundled Switching			n indian i sharar fin sin 33
Unbundled Switching – Line Side Analog With Line Class Code (LCC) already supported in requested	1 to 8	Zone 1: Five (5) business days	Twenty-four (24) hrs. Zone 1
switch.		Zone 2: Six (6) business days	Twenty-four (24) hrs. Zone 2
	9 to 16	Zone 1: Six (6) business days	Twenty-four (24) hrs. Zone 1
		Zone 2: Seven (7) business days	Twenty-four (24) hrs. Zone 2
	17 to 24	Zone 1: Seven (7) business days	Twenty-four (24) hrs. Zone 1
		Zone 2: Eight (8) business days	Twenty-four (24) hrs. Zone 2
	25 or more	ICB	Twenty-four (24) hrs.
Unbundled Switching – Line Side Analog – Existing – Vertical Feature(s) (Features change without inward line activity and not impacting	1 to 19	Two (2) business days	Twenty-four (24) hrs. OOS Forty-eight (48) hrs. AS
the design of the circuit.)	20 to 39	Four (4) business days	Twenty-four (24) hrs. OOS Forty-eight (48) hrs. AS
	40 or more	ICB	Twenty-four (24) hrs. OOS Forty-eight (48) hrs. AS
Unbundled Switching – New Line Class Code (LCC) ordered through customized routing		ICB	Twenty-four (24) hrs.
Unbundled Switching – BRI-ISDN Line-side Port. With a Q WEST standard configuration and Line	1 to 4 Lines	Zone 1: Seven (7) business days	Twenty-four (24) hrs. Zone 1
Class Code (LCC) already supported in the requested switch		Zone 2: ICB	Twenty-four (24) hrs. Zone 2
	5 or more	ICB	Twenty-four (24) hrs.
Unbundled Switching – BRI-ISDN Line-side Port. With non-standard configuration and Line Class Code (LCC) already supported in the requested switch	1 to 4 Lines	Zone 1: Seventeen (17) business days (includes 10 days for complex translations.)	Twenty-four (24) hrs. Zone 1
		Zone 2: ICB	Twenty-four (24) hrs. Zone 2

	5 or more	ICB	Twenty-four (24) hrs.
Unbundled Switching – DS1 Trunk Port	1 to 8 Ports	Zone 1: Five (5) business days	Twenty-four (24) hrs. Zone 1
		Zone 2: Six (6) business days	Twenty-four (24) hrs. Zone 2
	9 to 16 Ports	Zone 1: Six (6) business days	Twenty-four (24) hrs. Zone 1
		Zone 2: Seven (7) business days	Twenty-four (24) hrs. Zone 2
	17 to 24 Ports	Zone 1: Seven (7) business days	Twenty-four (24) hrs. Zone 1
		Zone 2: Eight (8) business days	Twenty-four (24) hrs. Zone 2
	25 or more Ports	ICB	Twenty-four (24) hrs.
Unbundled Switching – Message Trunk Groups	Zone 1:	Seven (7) business days	Twenty-four (24) hrs.
<ul> <li>Translation questionnaire required</li> <li>Routing to trunks is ordered</li> </ul>	1 to 24 25 to 48	Eight (8) business days	Twenty-four (24) hrs.
separately as Customized Routing	49 to 72	Ten (10) business days	Twenty-four (24) hrs.
DS1 trunk port & UDIT in place.	73 to 96	Twelve (12) business days	Twenty-four (24) hrs.
	97 to 120	Fourteen (14) business days	Twenty-four (24) hrs.
	121 to 144	Fifteen (15) business days	Twenty-four (24) hrs.
	145 to 168	Sixteen (16) business days	Twenty-four (24) hrs.
	169 to 240	Eighteen (18) business days	Twenty-four (24) hrs.
	241 or more	ICB	Twenty-four (24) hrs.
	Zone 2: 1 to 24	Eighteen (18) business days	Twenty-four (24) hrs.
	25 to 72	Nineteen (19) business days	Twenty-four (24) hrs.
	73 to 120	Twenty (20) business days	Twenty-four (24) hrs.
· · ·	121 or more	ICB	Twenty-four (24) hrs.

Exhibit B
SERVICE INTERVAL TABLES

Unbundled Switching – Two Way		7	
and DID Equivalent Group	1 to 8 Trunks	Zone 1: Five (5)	Twenty-four (24)
(add/change/increase)		business days	hrs. Zone 1
DS1 trunk port in place		7	T to the to the total
DST trunk port in place		Zone 2: Six (6)	Twenty-four (24)
		business days	hrs. Zone 2
	9 to 16 Trunks	Zone 1: Six (6)	Twenty-four (24)
		business days	hrs. Zone 1
		<b>Zana</b> 2: Savan (7)	True the form (0.4)
		Zone 2: Seven (7)	Twenty-four (24)
	17 to 24 Trunks	business days	hrs Zone 2
	17 to 24 Trunks	Zone 1: Seven (7)	Twenty-four (24)
		business days	hrs. Zone 1
		Zone 2: Eight (8)	Twopty four (24)
		business days	Twenty-four (24) hrs. Zone 2
	25 or more Trunks	ICB	Twenty-four (24)
			hrs.
Unbundled Switching – PRI-ISDN	1 to 8	Zone 1: Five (5)	4 hrs. Zone 1
Capable Trunk-Side		business days	
DS1 Trunk port in place			
		Zone 2: Six (6)	4 hrs. Zone 2
		business days	
	9 to 16	Zone 1: Six (6)	4 hrs. Zone 1
		business days	
		Zone 2: Seven (7)	4 hrs. Zone 2
		business days	
	17 to 24	Zone 1: Seven (7)	Four (4) hrs.
		business days	Zone 1
		Zone 2: Eight (8)	
		business days	Four (4) hrs.
			Zone 2
	25 or more	ICB	Four (4) hrs.
Unbundled Packet Switching	Design changes –	New service request –	Twenty-four (24)
	8 Business days	10 business days	hrs
	Non-design		
	changes – 5		
	Business days		
	Service changes –		
	5 Business days		

### 4.0 Unbundled Dark Fiber Interval Table:

Installation Guidelines apply where facilities/network capacity is in place, on Qwest-owned, in region facilities. Where non-Qwest locations are involved, intervals are handled on an Individual Case Basis – (ICB).

Product	Activity/ Features	Services Ordered	FOC Guidelines	Installation Guidelines	Repair Guidelines
Dark Fiber					
Initial Records Inquiry (IRI) (simple & complex)			N/A	Ten (10) business days	N/A
Field Verification And Quote Preparation (FVQP)			N/A	Twenty (20) business days	N/A
Provisioning (non- FVQP requests)			N/A	Twenty (20) business days	

### 5.0 Unbundled Network Elements Platform (UNE-P) Service Interval Table:

### For UNE-P POTS, Saturday due dates are available under the following circumstances:

The Saturday Desired Due Date (DDD) must be at least the standard interval.

For dispatched orders, a Saturday appointment must be available and reserved in Appointment Scheduler.

For UNE-P POTS non-dispatched orders, Saturday is counted as part of the standard installation interval, even if a Saturday due date is not desired. For example: when the standard interval is 2 (two) business days, an LSR submitted on a Friday morning may have a due date as early as the following Monday.

Product	Services Ordered	Installation Commitments	Repair Commitments
UNE-P POTS New Installs, Address Changes, or Change Requests adding new lines. Facility Check indicates "AVAILABLE (SDT)" and DISPATCH "NO"		Three (3) business days	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
Addition, removal, or change of CO Features, PIC/LPIC change, number changes without inward line activity, or hunting changes without inward line activity		Three (3) business Days	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
UNE-P POTS Suspend/Restore	Customers with service placed on "vacation"	Next business day (includes Saturday)	Twenty-four (24) hrs OOS 48 hrs AS
Deny/Restore	Treatment for Non- payment issues	Same business day if request received before noon MT, otherwise next business day (includes Saturday)	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
UNE-P POTS New Installs, Address Changes, Changes with inward line activity Facility Check indicates "AVAILABLE DISP. REQ" and DISPATCH "YES"		Next available due date as indicated by Appointment Scheduler <b>Note:</b> Appointment Scheduler minimum default interval is 3 (Three) business days.	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
<ul> <li>UNE-P POTS</li> <li>Directory Listings Changes –</li> <li>Simple (Non-complex)</li> <li>Listings - Simple</li> <li>Straight Line and/or</li> </ul>			

Product	Services Ordered	Installation Commitments	Repair Commitments
Straight-Line Under (SLU) Listings		Same business day	
•			
Conversion as Specified Retail, Resale, or UNE-P POTS to UNE-P POTS		Depends on changes requested. For instance, addition of another line would follow New Installs guidelines.	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
Conversions to UNE-P POTS- UNE-P POTS to UNE-P POTS - Conversion as Is	1 to 39 Lines	Same business day if received before noon MT, or Next Business Day if received later than noon MT.	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
UNE-P Line Splitting – UNE-P POTS to UNE-P POTS with Line Splitting - Conversion As Specified		3 business days	24 hrs OOS Forty-eight (48) hrs AS
UNE-P Line Splitting – POTS Residence or POTS Business with Line Sharing to		3 business Days	
UNE-P POTS with Line Splitting - Conversion as Specified			
UNE-P PBX New Install,	1 to 8 Trunks	Zone 1: Five (5) business Days Zone 2: Six (6) business days	Four (4) hrs
Conversion As			
Specified,	9 to 16 Trunks	Zone 1; Six (6) business days Zone 2: Seven (7) business	Four (4) hrs
Changes (ex. PIC/LPIC or	47.04.7	days	
feature changes, etc.), and	17 to 24 Trunks	Zone 1: Seven (7) business days	Four (4) hrs
Suspend/Restore		ZONE 2: EIGHT (8) BUSINESS DAYS	
	25 or more Trunks	ICB	Four (4) hrs
UNE-P DSS T1 Facility Installation	1 to 3 Facilities	Nine (9) business days	Four (4) hrs
	4 to 6 Facilities	Twelve (12) business days	Four (4) hrs
	7 to 9 Facilities	Thirteen (13) business days	Four (4) hrs
	10 to 12 Facilities	Seventeen (17) business days	Four (4) hrs

Product	Services Ordered	Installation Commitments	Repair Commitments
UNE-P DSS	1 to 3 Facilities	Twelve (12) business days	Four (4) hrs
Trunk Installation when ordered	4 to 6 Facilities	Sixteen (16) business days	Four (4) hrs
with new T1 Facility	7 to 9 Facilities	Twenty (20) business days	Four (4) hrs
(Note: The number of facilities			
ordered drives the due dates for			
both facilities and trunks.			
	10 to 12 Facilities	Twenty four (24) business	Four (4) hrs
		days	
Conversions to UNE-P DSS-		Five (5) business Days	Four (4) hrs
As Is		See intervals for type of	Four (4) hrs
		change requested	
Conversion As Specified			
UNE-P DSS-	1 to 8 Trunks	Five (5) business Days	Four (4) hrs
Add/Change Trunks on existing			
facilities	9 to 16 Trunks	Six (6) business days	Four (4) hrs
	17 to 24 Trunks	Seven (7) business days	Four (4) hrs
	Each Additional 8	One (1) business Day for each	Four (4) hrs
UNE-P ISDN BRI	Trunks	Thinks and (42) have in a set of the	T
New Installs, Address Changes,	1 to 10 Loops	Thirteen (13) business days	Twenty-four (24)
Change to add Loop (N2Q)	11 or more Loops	ICB	hrs
			Twenty-four (24) hrs
UNE-P ISDN BRI	1 to 10 Loops	Three (3) business days	Twenty-four (24)
Add or Change Feature(s), Add			hrs
Primary Directory Number (PDN	11 or more Loops	ICB	Twenty-four (24)
) to established Loop (N2Q),	······································		hrs
Add Call Appearance			
Conversion to UNE-P ISDN	1 to 10 Loops	Three (3) business days	Twenty-four (24)
BRI-			hrs
Conversion As Is	11 or more Loops	ICB	Twenty-four (24)
			hrs
Conversion to UNE-P ISDN	1 to 10 Loops	Three (3) business days if a	Twenty-four (24)
BRI-		Loop is not involved	hrs
Conversion As Specified		(or)	
		Thirteen (13) business days if	
	11 or more Leans	a Loop is added or changed	Turn to fair (0.1)
	11 or more Loops	ICB	Twenty-four (24)
UNE-P ISDN PRI 'New'-	1 to 3	Nine (9) business dava	hrs Four (4) bro
	1.0.5	Nine (9) business days	Four (4) hrs

Product	Services Ordered	Installation Commitments	Repair Commitments
New Facility and Associated Trunks (With this activity, the number of facilities ordered drives the due dates for both	4 to 6 7 to 9 10 to 12 Over 12	Twelve (12) business days Thirteen (13) business Seventeen (17) business Add 4 business days for each	Four (4) hrs
facilities and trunks. See table below.)		additional 3 facilities (13-16=21 days, 17-20=25 days, etc.)	
UNE-P ISDN PRI 'New'-	1 to 3 Trunks	Twelve (12) business days	Four (4) hrs
Trunks	4 to 6 Trunks	Sixteen (16) business days	Four (4) hrs
	7 to 9 Trunks	Twenty (20) business days	Four (4) hrs
	10 to 12 Trunks	Twenty-four (24) business days	Four (4) hrs
	13 or more Trunks	Facility due date plus 5 days	Four (4) hrs

Product	Services Ordered	Installation Commitments	Repair Commitments
Conversion to UNE-P ISDN PRI- As Specified		See intervals for type of change requested	Four (4) hrs
As Is		Five (5) business days	Four (4) hrs
UNE-P ISDN PRI- Add/Change Trunks on Existing Facility	1 to 8	Five (5) business days business days	Four (4) hrs
	9 to 16	Six (6) business days	Four (4) hrs
	17 to 24	Seven (7) business days	Four (4) hrs
	Over 25	ICB	Four (4) hrs
UNE-P Centrex 21 - Non Designed- Conversions as Specified		Five (5) business days	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
UNE-P Centrex 21 - Non Designed- New Installations, Address Changes, and Change Requests adding new lines	[Facility check indicates "Available Dispatch Required" and Dispatch "Yes".]	Next available due date as indicated by Appointment Scheduler <b>Note:</b> Appointment Scheduler minimum default interval is 3 (Three) business days.	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
UNE-P Centrex Plus / UNE-P Centron [Centron is MN only] Common Block Configuration	1 to 21 Lines - No Optional Features	Twenty (20) business days	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
Required - Establish Common Block	1 to 21 Lines - w/ Optional Features (i.e., ARS, DFIs, SMDR, UCD, etc.)	ICB	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
	22 or more Lines with or without Optional Features	ICB	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
UNE-P Centrex Plus / UNE-P Centron [Centron is MN only] Common Block Configuration	1 to 10 Lines	Twenty (20) business days	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
Required - Feature Additions requiring Common Block activity per Common Block	11 or more Lines	ICB	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS

Product	Services Ordered	Installation Commitments	Repair Commitments
UNE-P Centrex Plus / UNE-P Centron [Centron is MN only] Common Block Configuration Required - Line Class Codes (LCCs)/ CAT/NCOS/DPAT additions/changes requiring Common Block work.	Per Common Block (must be existing Line Class Codes(LCCs)/ CAT/NCOS/DPAT)	Five (5) business days	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
	If new LCC/CAT/NCOS or DPAT	Twenty (20) business days	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
UNE-P Centrex Plus / UNE-P Centron [Centron is MN only] Common Block Configuration Required - Centrex Management System (CMS)	New Common Blocks & Cust ID's (lines installed at the same time the Common Block is installed)	Twenty (20) business days (after the initial Common Block & associated lines are installed)	N/A
UNE-P Centrex Plus / UNE-P Centron [Centron is MN only] Common Block Configuration Required - Designed Services subsequent to initial Common Block installation	Tie Lines/DFI/FX	Thirteen (13) business days (may be longer due to facility due date requirements)	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
UNE-P Centrex Plus / UNE-P Centron [Centron is MN only]	Additional/New Station Lines to be added to CMS	Five (5) business days after line is installed	N/A
No Common Block Configuration Required - Centrex Management System (CMS) Network Access Registers (NARs)	Additions Change from Non Blocked to Blocked Service	Five (5) business days ICB	N/A N/A

Draduat	Samulaas Ordarad	Installation Commitments	Repair Commitments
Product	Services Ordered		Twenty-four (24)
UNE-P Centrex Plus / UNE-P Centron [Centron is MN only] No Common Block Configuration Required - Station Lines (subsequent to the establishment of the Common Block) Includes: Conversions New Lines Moves NOTE: On conversions, numbers are "chipped" into the Common Block at the time of installation.	1 to 10 Lines per location	Five (5) business days or Next available due date thereafter as indicated by Appointment Scheduler.	hrs OOS Forty-eight (48) hrs AS
	11 to 20 Lines per location	Ten (10) business days or Next available due date thereafter as indicated by Appointment Scheduler.	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
	21 or more Lines per location	ICB	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
UNE-P Centrex Plus / UNE-P Centron [Centron is MN only] No Common Block Configuration Required Line Feature changes/additions/ Removals	1 to 19 Lines	Three (3) business days	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
	20 or more Lines	ICB	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
UNE-P Centrex Plus / UNE-P Centron [Centron is MN only] No Common Block Configuration Required Designed Services subsequent to initial Common Block installation	Tie Lines/DFI/FX	Thirteen (13) business days (may be longer due to facility due date requirements)	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
UNE-P Centrex Plus / UNE-P Centron [Centron is MN only] No Common Block Configuration Required Automatic Route Selection (ARS)	Subsequent to Common Block Installation	Twenty (20) business days (may be longer if the activation of ARS is tied to a Private Line facility installation)	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
	Changes to Patterns: 1 to 25 changes 26 to 50 changes 51 or more changes	business days: Five (5) days Ten (10) days Twenty (20) days	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
	Adding new Patterns	Twenty (20) business days	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS

Product	Services Ordered	Installation Commitments	Repair Commitments
UNE-P Centrex Plus / UNE-P	Per Request	Thirteen (13) business days	Twenty-four (24)
Centron			hrs OOS
[Centron is MN only]			Forty-eight (48) hrs
No Common Block			AS
Configuration Required			
Uniform Call Distribution (UCD)			
UNE-P Centrex Plus / UNE-P	Blocks	Five (5) business days	N/A
Centron	(No limit on amount		
[Centron is MN only]	of numbers.)		
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.			

### 6.0 Enhanced Extended Loop Service Interval Table (EEL):

			Repair
Product	Services Ordered	Installation Commitments	Commitments
Enhanced Extended Loop	1 to 8	Zone 1: Five (5) business days	Four (4) hrs
(EEL)-			Zone 1
DS0 or Voice Grade		Zone 2: Six (6) business days	
Equivalent			Four (4) hrs
			Zone 2
	9 to 16	Zone 1: Six (6) business days	Four (4) hrs Zone 1
		Zone 2: Seven (7) business	
		days	Four (4) hrs
			Zone 2
	17 to 24	Zone 1: Seven (7) business	Four (4) hrs
		days	Zone 1
		Zone 2: Eight (8) business	Four (4) hrs
		days	Zone 2
	25 or more	ICB	Four (4) hrs
Enhanced Extended Loop	1 to 8	Zone 1: Five (5) business days	Four (4) hrs
(EEL) -			Zone 1
DS1		Zone 2: Eight (8) business	
		days	Four (4) hrs Zone 2
	9 to 16	Zone 1: Six (6) business days	Four (4) hrs
	91010		Zone 1
		Zone 2: Nine (9) business	20110
		days	Four (4) hrs
			Zone 2
	17 to 24	Zone 1: Seven (7) business	Four (4) hrs
		days	Zone 1
		Zone 2: Ten (10) business	Four (4) hrs
		days	Zone 2
	25 or more	ICB	Four (4) hrs
Enhanced Extended Loop	1 to 3 Circuits	Zone 1: Seven (7) business	Four (4) hrs
(EEL) –		days	Zone 1
DS3			5
		Zone 2: Nine (9) business	Four (4) hrs
		days	Zone 2
	4 or more Circuits	ICB ICB	Four (4) hrs Twenty-four (24)
Enhanced Extended Loop Conversions (EEL-C) –			hrs OOS
Private Line (PLTS)			Forty-eight (48)
- Conversion as is			hrs AS

 Installation Guidelines apply where facilities/network capacity is in place. Where facilities/network capacity are not in place, intervals are handled on an Individual Case Basis (ICB).