

Section 6.0 – RESALE

6.1 Description

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

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

6.1.3 Certain Qwest services are not available for resale under this Agreement, as noted in Section 6.2. The applicable discounts for services available for resale are identified in Exhibit A.

6.2 Terms and Conditions

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

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

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

6.2.2.2 Market trials of ninety (90) days or less are not available for resale.

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

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

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

6.2.2.5 Inside wiring maintenance plans are available for resale at Qwest retail rates with no wholesale discount. Other non-Telecommunications Services such as inside wiring installation, calling cards and CPE, are not available for resale.

6.2.2.6 Reserved for Future Use.

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

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

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

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

6.2.2.9.2 Centrex station lines are provisioned and charges are calculated based on serving CLEC's location. A location is defined as the site where Qwest facilities (cable plant from the serving Central Office Switch) meet CLEC facilities (inside wire). In a multi-tenant building, Qwest may bring facilities directly to a single Point of Interconnection with CLEC facilities, typically in a basement equipment room, which would be considered a single location for this multi-

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

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

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

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

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

- a) Qwest's service credits to CLEC shall be subject to the wholesale discount;
- b) Qwest shall only be liable to provide service credits in accordance with the resold services provided to CLEC. Qwest is not required to provide service credits for service failures that are the fault of CLEC;
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- e) In no case shall Qwest's credits to CLEC exceed the amount Qwest

would pay a Qwest End User Customer under the service quality requirements, less any wholesale discount applicable to CLEC's resold services; and

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

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

a) Qwest's fines and penalties paid to CLEC shall be subject to the wholesale discount;

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

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

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

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

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

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

6.2.7 Qwest will accept at no charge one (1) primary white pages Directory Listing for each main telephone number belonging to CLEC's End User Customer based on End User Customer information provided to Qwest by CLEC. Qwest will place CLEC's End User Customer's Listings in Qwest's Directory Assistance Database and will include such Listings in Qwest's Directory Assistance Service. Additional terms and conditions with respect to Directory Listings are described in the Ancillary Services Section and the Qwest's Official Directory Publisher Section of this Agreement.

6.2.8 Qwest shall provide to CLEC, for CLEC's End User Customers, E911/911 call routing to the appropriate Public Safety Answering Point (PSAP). Qwest shall not be

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

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

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

6.2.11 When End User Customers switch from Qwest to CLEC, or to CLEC from any other Reseller and if they do not change their service address to an address served by a different Rate Center, such End User Customers shall be permitted to retain their current telephone numbers if they so desire and if such number retention is not prohibited by Applicable Laws or regulations for number administration and Local Number Portability (LNP).

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

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

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

6.3 Rates and Charges

6.3.1 Wholesale discounts for resold Telecommunications Services offerings are provided in Exhibit A. The Telecommunications Services offerings available for resale but excluded from the wholesale pricing arrangement in the Agreement are available at the retail Tariff, price list, catalog, or other retail Telecommunications Services offering rates. Telecommunications Services available for resale with or without a wholesale discount are subject to Commission-approved change, and any such changes shall apply from the effective date of such change on a going-forward basis only.

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

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

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

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

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

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

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

6.3.9 If rates for services resold by CLEC under this Agreement change, based on changes in Qwest's Tariffs, catalogs, price lists or other retail Telecommunications Services offerings, charges billed to CLEC for such services will be based upon the new Tariff, catalogs,

price lists, or other retail Telecommunications Services offerings rates less the applicable wholesale discount, if any, as agreed to herein or as established by Commission order. The new rate will be effective upon the effective date of the Tariff, catalog, price list, or other retail Telecommunications Services offerings.

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

6.4 Ordering Process

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

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

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

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

6.4.5 If Qwest's retail End User Customer, or the End User Customer's New Service Provider orders the discontinuance of the End User Customer's existing Qwest service in anticipation of the End User Customer moving to a New Service Provider, Qwest will render its closing bill to the End User Customer, discontinuing Billing as of the date of the discontinuance

of Qwest's service to the End User Customer. If the Current Service Provider, or if the End User Customer's New Service Provider orders the discontinuance of existing resold service from the Current Service Provider, Qwest will bill the Current Service Provider for service through the date the End User Customer receives resold service from the Current Service Provider. Qwest will notify CLEC by Operational Support System interface, facsimile, or by other agreed-upon processes when an End User Customer moves from the Current Service Provider to a New Service Provider. Qwest will not provide the Current Service Provider with the name of the New Service Provider selected by the End User Customer.

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

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

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

6.5 Billing

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

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

6.6 Maintenance and Repair

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

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

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

6.7 Commingling of Resold Services with Unbundled Network Elements and Combinations of Unbundled Network Elements

6.7.1 To the extent it is Technically Feasible and pursuant to the terms of Section 9.1, CLEC may Commingle Telecommunications Services purchased on a resale basis with an Unbundled Network Element or combination of Unbundled Network Elements.

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

Section 7.0 - INTERCONNECTION

7.1 Interconnection Facility Options

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

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

7.1.2 Methods of Interconnection

The Parties will negotiate the facilities arrangement used to interconnect their respective networks. CLEC shall establish at least one (1) physical Point of Interconnection in Qwest territory in each LATA CLEC has local End User Customers. The Parties shall establish, through negotiations, at least one (1) of the following Interconnection arrangements, at any Technically Feasible point: (1) a DS1 or DS3 Qwest-provided facility; (2) Collocation; (3) negotiated Mid-Span Meet POI facilities; or (4) other Technically Feasible methods of Interconnection via the Bona Fide Request (BFR) process unless a particular arrangement has been previously provided to a third party, or is offered by Qwest as a product.

7.1.2.1 Qwest-provided Facility. Interconnection may be accomplished through the provision of a DS1 or DS3 Entrance Facility of CLEC's determination. An Entrance Facility extends from the Qwest Serving Wire Center to CLEC's Switch location or any

Technically Feasible POI chosen by CLEC. Qwest-provided Entrance Facilities may not extend beyond the area served by the Qwest Serving Wire Center. The rates for Qwest-provided Entrance Facilities are provided in Exhibit A. Qwest's private line transport service is available as an alternative to Qwest-provided Entrance Facilities, when CLEC uses such private line transport service for multiple services. Entrance Facilities may not be used for Interconnection with Unbundled Network Elements.

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

7.1.2.3 Mid-Span Meet POI. A Mid-Span Meet POI is a negotiated Point of Interface, limited to the Interconnection of facilities between one (1) Party's Switch and the other Party's Switch. The actual physical Point of Interface and facilities used will be subject to negotiations between the Parties. Each Party will be responsible for its portion of the build to the Mid-Span Meet POI. CLEC may not use remaining capability in an existing Mid-Span Meet POI to gain access to Unbundled Network Elements. These Mid-Span Meet POIs will consist of facilities used for the Provisioning of one-way or two-way local/IntraLATA and Jointly Provided Switched Access Interconnection trunks, as well as miscellaneous trunks such as Mass Calling Trunks, OS/DA, 911 and including any dedicated DS1, DS3 transport trunk groups used to provision originating CLEC traffic.

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

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

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

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7.1.2.5 Qwest agrees to provide local Interconnection trunk diversity to the same

extent it does so in Qwest's local network.

7.2 Exchange of Traffic

7.2.1 Description

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

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

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

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

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

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

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

- a) Directory Assistance;
- b) 911/E911;
- c) Operator Busy Line Verify/Busy Line Interrupt;
- d) Toll Free Services;
- e) ISP-bound traffic.

7.2.2 Terms and Conditions

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

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

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

7.2.2.1.2.1 One-way or two-way trunk groups may be established. However, if either Party elects to provision its own one-way trunks for delivery of Exchange Service (EAS/Local) traffic to be terminated on the other Party's network, the other Party must also provision its own one-way trunks to the extent that traffic volumes warrant. To the extent there is a dispute, Section 5.18 applies.

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

7.2.2.1.3 When either Party utilizes the other Party's Tandem Switch for the exchange of local traffic, where there is a DS1's worth of traffic (512 CCS) between the originating Party's End Office Switch delivered to the other Party's Tandem Switch for delivery to one (1) of the other Party's End Office Switches, the originating Party will order a direct trunk group to the other Party's End Office Switch. To the extent that CLEC has established a Collocation arrangement at a Qwest End Office Switch location, and has available capacity, CLEC may, at its sole option, provide two-way direct trunk facilities from that End Office Switch to CLEC's Switch.

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

7.2.2.1.5 If direct trunked transport is greater than fifty (50) miles in length, and existing facilities are not available in either Party's network, and the Parties have not been able to resolve the issue through mid-point arrangements, and the Parties cannot agree as to which Party will provide the facility, the Parties may bring the matter before the Commission for resolution on an Individual Case Basis.

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

7.2.2.2 Exchange Access (IntraLATA Toll) Traffic

7.2.2.2.1 Exchange Access (IntraLATA Toll) traffic shall be delivered to Qwest at the Access Tandem Switch or via separate trunks to Qwest's End Office Switch(es), as designated by CLEC.

7.2.2.3 Transit Traffic

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

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

7.2.2.3.3 The originating company is responsible for payment of appropriate rates to the transit company and to the terminating company. The Parties agree to enter into traffic exchange agreements with third party Telecommunications Carriers prior to delivering traffic to be transited to third party Telecommunications Carriers. In the event one Party originates traffic that transits the second Party's network to reach a third party Telecommunications Carrier with whom the originating Party does not have a traffic exchange agreement, then the originating Party will indemnify, defend and hold harmless the second Party against any and all charges levied by such third party Telecommunications Carrier, including any termination charges related to such traffic and any attorneys fees and expenses. In the case of Exchange Access (IntraLATA Toll) traffic where Qwest is the designated IntraLATA Toll provider for existing LECs, Qwest will be responsible for payment of appropriate usage rates.

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

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

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

7.2.2.6 Signaling Options

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

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

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

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

7.2.2.8 LIS Forecasting

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

7.2.2.8.2 Both Parties shall have the obligation to participate in joint planning meetings at semi-annual intervals to establish trunk design and Provisioning requirements. The Parties agree to provide mutual trunk forecast

information to ensure End User Customer call completion between the Parties' networks. Such forecasts shall be for LIS trunking that impacts the Switch capacity and facilities of each Party. Qwest shall provide trunk group specific projections to CLEC on or before the date of the joint planning meeting.

7.2.2.8.3 Switch capacity growth requiring the addition of new switching modules may require six (6) months to order and install. To align with the timeframe needed to provide for the requested facilities, including engineering, ordering, installation and make ready activities, for capacity growth, Qwest will utilize CLEC's semi-annual forecasts and near-term demand submitted on Unforecast Demand Notification Forms to ensure availability of Switch capacity.

7.2.2.8.4 The forecast will identify trunking requirements for a two (2) year period. From the semi-annual close date as outlined in the forecast cycle, the receiving Party will have one (1) month to determine network needs and place vendor orders which may require a six (6) month interval to complete the network build. Seven (7) months after submission of the forecast, Qwest will have the necessary capacity in place to meet orders against the forecast. For ordering information see Section 7.4. See also Section 7.2.2.8.6.

7.2.2.8.5 Both Parties will follow the forecasting and Provisioning requirements of this Agreement for the appropriate sizing of trunks, and use of direct End Office Switch vs. Tandem Switch routing. See Section 7.2.2.1.3.

7.2.2.8.6 LIS Forecasting Deposits: In the event of a dispute regarding forecast quantities, where in each of the preceding eighteen (18) months, the amount of trunks-required is less than fifty percent (50%) of trunks-in-service, Qwest will make capacity available in accordance with the lower forecast.

7.2.2.8.6.1 Three (3) weeks after a forecasting cycle, Qwest will provide CLEC feedback in the form of a potentially lower forecast. In the event of a dispute regarding forecast quantities, where in each of the preceding eighteen (18) months, trunks-required is less than fifty percent (50%) of trunks in service each month, Qwest will make capacity available in accordance with the higher forecast if CLEC provides Qwest with a deposit according to the following terms. As to the difference between the lower and higher forecast, Qwest reserves the right to require, prior to construction, a refundable deposit of up to one hundred percent (100%) of the trunk-group specific estimated cost to provision the new trunks, if CLEC's trunk state-wide average utilization over the prior eighteen (18) months is less than fifty percent (50%) of trunks in service each month. Qwest will return the deposit if CLEC's state-wide average trunks in service to trunk usage (utilization) ratio exceeds fifty percent (50%) within six (6) months of the forecasting period to which the deposit applies. If CLEC does not achieve the fifty percent (50%) utilization within six (6) months, Qwest will retain a pro-rata portion of the deposit to cover its capital cost of Provisioning. The pro-rata shall assume a full refund when the state-wide average utilization ratio meets or exceeds fifty percent (50%) for one (1) of the six (6) months following receipt of deposit. The pro-rata assumes one-half (1/2) of the deposit is refunded when the highest state-wide average utilization ratio for any one of the six

(6) months after receipt of deposit is twenty-five percent (25%). In the event Qwest does not have available facilities to provision Interconnection trunking orders that CLEC forecasted and for which CLEC provided a deposit, Qwest will immediately refund a pro rata portion of the deposit associated with its facility shortfall. Ancillary trunk groups, such as mass calling, are excluded from the ratio.

7.2.2.8.6.2 Where there is a reasonably reliable basis for doing so, Qwest shall include in the trunks-required calculation any usage by others, including but not limited to Qwest itself, of facilities for which CLEC has made deposit payments. Qwest shall not be required to credit such usage more than once in all the trunks-required calculations it must make for all CLECs in the relevant period.

7.2.2.8.7 Joint planning meetings will be used to bring clarity to the process. Each Party will provide adequate information associated with the Qwest LIS Trunk Forecast Forms in addition to its forecasts. During the joint planning meetings, both Parties shall provide information on major network projects anticipated for the following year that may impact the other Party's forecast or Interconnection requirements. No later than two (2) weeks prior to the joint planning meetings, the Parties shall exchange information to facilitate the planning process. Qwest shall provide CLEC a report reflecting then current spare capacity at each Qwest Switch that may impact the Interconnection traffic. Qwest shall also provide a report reflecting then current blocking of local direct and alternate final trunk groups, Interconnection and non-Interconnection alike. CLEC will be provided Interconnection trunk group data on its own trunks. Qwest shall also provide a report reflecting Tandem Switch routed Interconnection trunking that has exceeded 512BHCCS. The information is Proprietary, provided under non-disclosure and is to be used solely for Interconnection network planning.

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

- a) Completed Qwest LIS Trunk Forecast Forms; and
- b) Any planned use of an alternate Tandem Switch provider.

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

- a) Qwest Tandem Switches and Qwest End Office Switches (LERG);
- b) CLLI codes (LERG);
- c) Business/Residence line counts (ICONN);
- d) Switch type (LERG or ICONN); and
- e) Current and planned Switch generics (ICONN).

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

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

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

7.2.2.8.12 The following terms shall apply to the forecasting process:

7.2.2.8.12.1 CLEC forecasts may be provided to Qwest as detailed in Qwest's Trunk Forecast Form;

7.2.2.8.12.2 CLEC forecasts provided to Qwest, information provided by CLEC to Qwest outside of the normal forecasting process to modify the forecast, and forecasting information disclosed by Qwest to CLEC shall be deemed Confidential Information and the Parties may not distribute, disclose or reveal, in any form, this material other than as allowed and described in subsections 5.16.9.1 and 5.16.9.2.

7.2.2.8.13 If a trunk group is consistently utilized (trunks-required over trunks-in-service) at less than fifty percent (50%) of rated busy-hour capacity each month of any consecutive three (3) month period, Qwest will notify CLEC of Qwest's desire to resize the trunk group. Such notification shall include Qwest's information on current utilization levels. If CLEC does not submit an ASR to resize the trunk group or provide Qwest with its reasons for maintaining excess capacity within thirty (30) calendar Days of the written notification, Qwest may reclaim the unused facilities and rearrange the trunk group. When reclamation does occur, Qwest shall not leave the CLEC-assigned trunk group with less than twenty-five percent (25%) excess capacity. Ancillary trunk groups are excluded from this treatment.

7.2.2.8.14 Intentionally Left Blank.

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

7.2.2.8.16 Interconnection facilities provided on a route that involves extraordinary circumstances may be subject to the Construction Charges, as detailed in Section 19 of this Agreement. When Qwest claims extraordinary circumstances exist, it must apply to the Commission for approval of such charges by showing that CLEC alone is the sole cause of such construction. Qwest shall initiate such proceeding within ten (10) calendar Days of notifying CLEC in writing that it will not construct the requested facilities, or within ten (10) calendar Days of notice from CLEC in writing that Qwest must either commence construction of the facilities or initiate such proceeding with the Commission. In this proceeding, Qwest shall not object to using the most expeditious procedure

available under state law, rule or regulation. Qwest shall be relieved of its obligation of constructing such facilities during the pendency of the proceeding before the Commission. If the Commission approves such charges, Qwest and CLEC will share costs in proportion to each Party's use of the overall capacity of the route involved. Qwest and CLEC may also choose to work in good faith to identify and locate alternative routes that can be used to accommodate CLEC forecasted build. Extraordinary circumstances include, but are not limited to, natural obstructions such as lakes, rivers, or steep terrain, and legal obstructions such as governmental, federal, Native American or private rights of way. The standard Qwest forecast period of six (6) months may not apply under these circumstances. Construction Charges shall not apply in the event that construction is an augment of an existing route.

7.2.2.9 Trunking Requirements

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

7.2.2.9.1.1 Qwest shall provide monthly reports to CLEC on all Interconnection trunk groups and quarterly reports on all interoffice trunk groups carrying EAS/Local traffic between Qwest Tandem Switches and Qwest End Office Switches. The reports will contain busy hour traffic data, including but not limited to, overflow and the number of trunks in each trunk group.

7.2.2.9.2 Intentionally Left Blank.

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

- a) Directory Assistance trunks (where the Switch type requires separation from operator services trunks);
- b) 911/E911 trunks;
- c) Operator services trunks (where the Switch type requires separation from Directory Assistance trunks);
- d) Mass calling trunks, if applicable.

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

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

7.2.2.9.4 Trunk group connections will be made at a DS1 or multiple DS1 level for exchange of EAS/Local, and IntraLATA Toll/Jointly Provided Switched Access traffic. Directory Assistance, 911/E911, operator Busy Line Interrupt and Busy Line Verify; and Toll Free Service trunk groups may be made below a DS1 level, as negotiated.

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

a) The Parties will provision all trunking using SS7/CCS capabilities. Exceptions to this arrangement would be limited to operator services trunking, Directory Assistance trunking, 911 trunking and any others currently available in the Qwest network only on MF signaling. Qwest will not require a Bona Fide Request to accomplish Interconnection with a Qwest Central Office Switch not currently equipped for SS7 and where MF signaling is used. When the SS7/CCS option becomes available in the Qwest network for said trunking, the Parties will provision new trunks using SS7. In addition, the Parties will jointly work to convert existing trunking to SS7, as appropriate.

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

7.2.2.9.6 The Parties shall terminate Exchange Service (EAS/Local) traffic on Tandem Switches or End Office Switches. When there is a DS1 level of traffic (512 BHCCS) between CLEC's Switch and a Qwest End Office Switch, Qwest may request CLEC to order a direct trunk group to the Qwest End Office Switch. CLEC shall comply with that request unless it can demonstrate that such compliance will impose upon it a material adverse economic or operations impact. Furthermore, Qwest may propose to provide Interconnection facilities to the local Tandem Switches or End Office Switches served by the Access Tandem Switch at the same cost to CLEC as Interconnection at the Access Tandem Switch. If CLEC provides a written statement of its objections to a Qwest cost-equivalency proposal, Qwest may require it only: (a) upon demonstrating that a failure to do so will have a material adverse affect on the operation of its network and (b) upon a finding that doing so will have no material adverse impact on the operation of CLEC, as compared with Interconnection at such Access Tandem Switch.

7.2.2.9.6.1 Qwest will allow Interconnection for the exchange of local traffic at Qwest's Access Tandem Switch without requiring Interconnection at the local Tandem Switch, at least in those circumstances when traffic volumes do not justify direct connection to the local Tandem Switch; and regardless of whether capacity at the Access

Tandem Switch is exhausted or forecasted to exhaust.

7.2.2.9.7 To the extent Qwest is using a specific End Office Switch to deliver limited Tandem Switch functionality to itself, a wireless service provider, another CLEC, or another ILEC, it will arrange the same trunking for CLEC.

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

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

7.2.2.10 Testing

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

7.2.2.10.2 Testing Capabilities

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

7.2.2.10.2.2 In addition to LIS acceptance testing, other tests are available (e.g., additional cooperative acceptance testing, automatic scheduled testing, cooperative scheduled testing, manual scheduled testing, and non-scheduled testing) at the applicable Qwest Tariff rates. Testing fees will be paid by CLEC when requesting this type of testing.

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

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

7.3 Reciprocal Compensation

7.3.1 Interconnection Facility Options

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

7.3.1.1 Entrance Facilities

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

7.3.1.1.2 If CLEC chooses to use an existing facility purchased as private line transport service from the Qwest state or FCC access Tariffs, the rates from those Tariffs will apply.

7.3.1.1.2.1 Intentionally Left Blank.

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

7.3.1.1.3.1 The provider of the LIS two-way Entrance Facility (EF) will initially share the cost of the LIS two-way EF by assuming an initial relative use factor (RUF) of fifty percent (50%) for a minimum of one (1) quarter if the Parties have not exchanged LIS traffic previously. The nominal charge to the other Party for the use of the EF, as described in Exhibit A, shall be reduced by this initial relative use factor. Payments by the other Party will be according to this initial relative use factor for a minimum of one (1) quarter. The initial relative use factor will continue for both bill reduction and payments until the Parties agree to a new factor, based upon actual minutes of use data for non-ISP-bound traffic to substantiate a change in that factor. If CLEC's End User Customers are assigned NPA-NXXs associated with a rate center different from the rate center where the End User Customers are physically located, traffic that does not originate and terminate within the same Qwest local calling area (as approved by the Commission), regardless of the called and calling NPA-NXXs involving those End User Customers, is referred to as "VNXX traffic." For purposes of determining the relative use factor, the terminating carrier is responsible for ISP-bound traffic and for VNXX traffic. If either Party demonstrates with traffic data that actual minutes of use during the previous quarter justifies a new relative use factor, that Party will send a notice to the other Party. The new factor will be

calculated based upon Exhibit H. Once the Parties finalize a new factor, bill reductions and payments will apply going forward from the date the original notice was sent. ISP-bound traffic or traffic delivered to Enhanced Service providers is interstate in nature. Qwest has never agreed to exchange VNXX traffic with CLEC.

7.3.1.2 Collocation

7.3.1.2.1 See Section 8.

7.3.2 Direct Trunked Transport

7.3.2.1 Either Party may elect to purchase direct trunked transport from the other Party.

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

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

7.3.2.1.3 Mileage shall be measured for DTT based on V&H coordinates between the Serving Wire Center and the local/Access Tandem Switch or End Office Switch.

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

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

7.3.2.2.1 The provider of the LIS two-way DTT facility will initially share the cost of the LIS two-way DTT facility by assuming an initial relative use factor of fifty percent (50%) for a minimum of one (1) quarter if the Parties have not exchanged LIS traffic previously. The nominal charge to the other Party for the use of the DTT facility, as described in Exhibit A, shall be reduced by this initial relative use factor. Payments by the other Party will be according to this initial relative use factor for a minimum of one (1) quarter. The initial relative use factor will continue for both bill reduction and payments until the Parties agree to a new factor,—based upon actual minutes of use data for non-ISP-bound traffic to substantiate a change in that factor. If CLEC's End User Customers are assigned NPA-NXXs associated with a rate center other than the rate center

where the End User Customers are physically located, traffic that does not originate and terminate within the same Qwest local calling area (as approved by the Commission), regardless of the called and calling NPA-NXXs involving those End User Customers, is referred to as "VNXX traffic." For purposes of determining the relative use factor, the terminating carrier is responsible for ISP-bound traffic and for VNXX traffic. If either Party demonstrates with traffic data that actual minutes of use during the previous quarter justifies a new relative use factor, that Party will send a notice to the other Party. The new factor will be calculated based upon Exhibit H. Once the Parties finalize a new factor, bill reductions and payments will apply going forward from the date the original notice was sent. ISP-bound traffic is interstate in nature. Qwest has never agreed to exchange VNXX traffic with CLEC.

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

7.3.3 Trunk Nonrecurring charges

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

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

7.3.4 Exchange Service (EAS/Local) Traffic

7.3.4.1 End Office Call Termination

7.3.4.1.1 The Parties agree that, because this state is a new market for the CLEC, end office call termination compensation for Exchange Service (EAS/Local) traffic shall be based upon the bill and keep compensation mechanism, whereby neither Party charges the other Party reciprocal compensation for the termination of EAS/Local traffic originated by the other Party. Bill and keep shall govern compensation for such traffic exchanged by the Parties in this state until the earlier of: (1) the expiration of this agreement, or (2) further action by the Federal Communications Commission, or a court of competent jurisdiction, vacates, replaces, modifies, or supersedes the applicable rules adopted in Order on Remand and Report and Order, CC Docket Nos. 96-98, 99-68, FCC 01-131 (rel. Apr. 27, 2001).

7.3.4.1.2 Reserved for future use.

7.3.4.1.3 Reserved for future use.

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

7.3.4.2 Tandem Switched Transport

7.3.4.2.1 For traffic delivered through a Qwest or CLEC tandem Switch (as defined in this Agreement), the Parties agree that, because this state is a new market for CLEC, tandem switched transport functions for Exchange Service (EAS/Local) non-transit traffic shall be compensated based upon the bill and keep compensation mechanism. Bill and keep will apply to both the tandem switching rate and the tandem transmission rate. Bill and keep shall govern compensation for such traffic exchanged by the Parties in this state until the earlier of: (1) the expiration of this agreement, or (2) further action by the Federal Communications Commission, or a court of competent jurisdiction, vacates, replaces, modifies, or supersedes the applicable rules adopted in Order on Remand and Report and Order, CC Docket Nos. 96-98, 99-68, FCC 01-131 (rel. Apr. 27, 2001).

7.3.4.2.2 Reserved for future use.

7.3.4.2.3 Reserved for future use.

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

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

7.3.4.3 Reserved for Future Use.

7.3.4.4 Reserved for Future Use.

7.3.5 Miscellaneous Charges

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

7.3.5.2 Expedite requests for LIS trunk orders are allowed. Expedites are requests for intervals that are shorter than the interval defined in Qwest's Service Interval Guide (SIG) or Individual Case Basis (ICB) due date. Charges as set forth in Exhibit A apply for expedites.

7.3.5.2.1 CLEC will request an expedite for LIS trunks, including an expedited Due Date, on the Access Service Request (ASR).

7.3.5.2.2 The request for expedite will be allowed only when the request meets the criteria outlined in the Pre-Approved Expedite Process in Qwest's Product Catalog for expedite charges at Qwest's wholesale web-site.

7.3.6 ISP-Bound Traffic

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

7.3.7 Transit Traffic

The following rates will apply:

7.3.7.1 Local Transit: A per-minute-of-use rate will be changed to the originating Party, as described in Exhibit A.

7.3.7.2 IntraLATA Toll Transit: A per-minute-of-use rate will be changed to the originating Party, as contained in Exhibit A.

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

7.3.7.4 Category 11 mechanized record charge, per record, for records provided to the terminating Party, as contained in Exhibit A.

7.3.8 Signaling Parameters: Qwest and CLEC are required to provide each other the proper signaling information (e.g., originating Calling Party Number and destination called party number, etc.) per 47 C.F.R. § 64.1601 to enable each Party to issue bills in a complete and timely fashion. All CCS signaling parameters will be provided including Calling Party Number (CPN), Originating Line Information Parameter (OLIP) on calls to 8XX telephone numbers, calling party category, Charge Number, etc. All privacy indicators will be honored. If either Party fails to provide CPN (valid originating information), and cannot substantiate technical restrictions (i.e., MF signaling) such traffic will be billed as Switched Access. Traffic sent to the other Party without CPN (valid originating information) will be handled in the following manner. The transit provider will be responsible for only its portion of this traffic, which will not exceed more than five percent (5%) of the total Exchange Service (EAS/Local) and Exchange Access (IntraLATA Toll) traffic delivered to the other Party. The Switch owner will provide to the other Party, upon request, information to demonstrate that Party's portion of no-CPN traffic does not exceed five percent (5%) of the total traffic delivered. The Parties will coordinate and exchange data as necessary to determine the cause of the CPN failure and to assist its correction.

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

7.4 Ordering

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

7.4.2 For each NXX Code assigned to CLEC by the NANPA, CLEC will provide Qwest with the CLLI codes of the Qwest Tandem Switches and CLEC's Point of Interface to which traffic associated with the NXX will be routed. For NXX Codes assigned to existing LIS trunk groups, CLEC will also provide Qwest with the Qwest assigned two-six code (TGSN) to which each NXX will be routed. Information that is not currently available in the LERG may be provided via the NPA NXX Code Request Routing Form available on the Qwest web site:

http://www.qwest.com/wholesale/notices/npa_nxxProcess.html.

Either Party shall respond to a special request for a NPA NXX Code Request Routing Form when a single Switch is served by multiple trunk groups.

7.4.3 When either Party has ordered a DS3 Entrance Facility or private line facility, that Party will order the appropriate DS1 facility required and identify the channels of the DS3 to be used to provide circuit facility assignments (CFA). Also, if either Party has provided or ordered a DS1 Entrance Facility or private line facility, that Party will be responsible for identification of the DS0 channels of the DS1 private line to be used to provide CFA.

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

7.4.5 Intentionally Left Blank.

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

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

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

- a) The order will be canceled; cancellation charges as noted in 7.3.5.1 apply unless mutually agreed to by the Parties;
- b) Intentionally Left Blank.
- c) Billing for the service will commence.

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

7.5 Jointly Provided Switched Access Services

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

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

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

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

7.6 Transit Records

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

7.6.2 Qwest and CLEC will exchange wireless network usage data originated by a Wireless Service Provider (WSP) where the NXX resides in a WSP Switch, transits Qwest's network, and terminates to CLEC's network. Each Party agrees to provide to the other this wireless network usage data when Qwest or CLEC acts as a transit provider currently or in the

future. The Parties understand that this information is Carrier protected information under §222 of the Communications Act and shall be used solely for the purposes of Billing the WSP. CLEC will provide to Qwest information to be able to provide transit records on a mechanized basis when Technically Feasible. This includes, but is not limited to: service center information, operating company number and state jurisdiction. Qwest and CLEC agree to exchange wireless network usage data as Category 11-01-XX.

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

7.7 Local Interconnection Data Exchange for Billing

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

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

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

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

7.7.5 Both Parties will provide the appropriate call records to the IntraLATA Toll Free Service provider, thus permitting the service provider to bill its End User Customers for the inbound Toll Free Service. No adjustments to bills via tapes, disks or Network Data Mover (NDM) will be made without the mutual agreement of the Parties.

Section 8.0 - COLLOCATION

8.1 Description

8.1.1 Collocation allows for the placing of equipment by CLEC at Qwest's Premises, where Technically Feasible, that is necessary for accessing Unbundled Network Elements (UNEs), ancillary services or Interconnection. Collocation includes the leasing to CLEC of physical space in Qwest Premises, as well as the resources necessary for the operation and economical use of collocated equipment, such as the use by CLEC of power; heating, ventilation and air conditioning (HVAC); and cabling in Qwest's Premises. Collocation also allows CLEC to access Interconnection Distribution Frames (ICDF) for the purpose of accessing and combining Unbundled Network Elements and accessing ancillary services. There are currently nine (9) standard types of Collocation available pursuant to this Agreement – Virtual, Caged Physical, Shared Caged Physical, Cageless Physical, Interconnection Distribution Frame, Adjacent, Common Area Splitter, Remote and Facility Connected. Other types of Collocation may be requested through the BFR process. In addition, where Qwest may offer a new form of Collocation, CLEC may order that form as soon as it becomes available and under the terms and conditions pursuant to which Qwest offers it. The terms and conditions of any such offering by Qwest shall conform as nearly as circumstances allow to the terms and conditions of this Agreement. Nothing in this Agreement shall be construed as limiting the ability to retroactively apply any changes to such terms and conditions as may be negotiated by the Parties or ordered by the state Commission or any other competent authority.

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

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

8.1.1.3 Cageless Physical Collocation -- is a non-caged area within a Qwest Premises. In Wire Centers, space will be made available in single frame bay increments. In Wire Centers, the current minimum square footage is nine (9) square feet per bay, however, if smaller bays are or become available, Qwest will reduce the minimum square footage accordingly. Space will be provided utilizing industry standard equipment bay configurations in which CLEC can place and maintain its own equipment. CLEC is responsible for the procurement, installation and on-going maintenance of its equipment as well as the Cross Connections required within CLEC's leased Collocation space.

8.1.1.4 Shared Caged Physical Collocation -- allows two (2) or more CLECs to share or sublease a single Collocation enclosure. Under Shared Physical Collocation, one (1) CLEC obtains a Caged Physical Collocation arrangement from Qwest pursuant to this Agreement or an approved Interconnection Agreement, and another CLEC, pursuant to the terms of its Interconnection Agreement, may share use of that space, in accordance to terms and conditions of a sublease agreement between the two (2) CLECs. Shared Collocation may also be established through joint Application by CLECs

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

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

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

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

8.1.1.7 Common Area Splitter Collocation – Allows CLEC to place Splitters in a common space area outside its Collocation space near CLEC's DS0 termination points. Qwest will install Splitter shelves for shared use by CLECs.

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

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

8.1.1.9 Facility Connected (FC) Collocation -- Facility Connected (FC) Collocation allows CLEC to access Unbundled Network Elements (UNEs), ancillary services and Finished Services within a Qwest Wire Center via an Entrance Facility without collocating physical equipment in the Wire Center. FC Collocation is provided on a termination block or termination panel within the designated Wire Center and is engineered, provisioned, maintained, and repaired by Qwest.

8.2 Terms and Conditions

8.2.1 Terms and Conditions - All Collocation

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

8.2.1.1.1 In accordance with the FCC rules regarding combinations of Unbundled Network Elements and Commingling of facilities and services which are addressed in Sections 9.1 and 9.23, Qwest will not combine or Commingle services or Network Elements that are offered by Qwest pursuant to Section 271 of the Communications Act of 1934, as amended, with Unbundled Network Elements or combinations of Unbundled Network Elements.

8.2.1.1.1.1 Services available for Commingling shall be provided by Qwest pursuant to Qwest's applicable product Tariffs, catalogs, price lists, or other Telecommunications Services offerings.

8.2.1.1.1.2 Entrance Facilities and mid-span meet SPOI obtained pursuant to Section 7 of this Agreement are not available for Commingling.

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

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

8.2.1.2.2 Asynchronous Transfer Mode (ATM) or Packet Switching also meets this legal standard when used for Interconnection or access to Unbundled Network Elements for purposes of providing Advanced Services such as xDSL. Equipment used predominantly to support DSLAMs and ATMs, such as routers and concentrators, as well as testing and network management equipment also meet this legal standard. Before any equipment that includes switching

functionality is installed, CLEC must provide a written inventory to Qwest of all switching equipment and how it will be used for Interconnection or access to Unbundled Network Elements. Once CLEC establishes that it will use a certain type of equipment for Interconnection or access to Unbundled Network Elements, Qwest will allow future Collocations of similar equipment without requesting a written justification unless and until Qwest can establish to the state Commission that such equipment is not intended for Interconnection or access to Unbundled Network Elements. However, Qwest will complete the Collocation within the appropriate interval unless granted relief by the Commission.

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

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

8.2.1.3 CLEC must identify what transmission and Cross Connection equipment will be installed and the vendor technical specifications of such equipment so that Qwest may verify the appropriate power, floor loading, heat release, environmental particulate level, HVAC, and tie cables to CLEC-provided Cross Connection device.

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

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

- a) at CLEC-provided Cross Connection equipment located in CLEC's Virtual or Physical Collocation space; or
- b) if CLEC elects to use ICDF Collocation, at the Interconnection Distribution Frame (ICDF); or
- c) if CLEC elects to use an ICDF in association with Virtual or Physical Collocation, at the ICDF; or

- d) at a direct connection point of termination as described in Section 8.3.1.11.2; or
- e) at another Demarcation Point mutually-agreed to by the Parties.

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

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

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

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

- a) available Collocation space in a particular Qwest Premises;
- b) number of collocators;
- c) any modifications in the use of the space since the last report;
- d) measures that Qwest is taking to make additional space available for Collocation;
- e) whether sufficient power is available to meet the specific CLEC request;
- f) number of CLECs in queue at the Premises, if any;
- g) whether the Wire Center is equipped with DS3 capability; and
- h) the number and description of Qwest and its Affiliates and reservations of space by all CLECs.

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

8.2.1.9.2 Inventory Report -- Remote Premises. The locations of the Remote Premises (e.g., Feeder Distribution Interfaces, "FDI") and the End User Customer addresses served by each Remote Premises are available to CLEC

through the Raw Loop Data Tool. Remote Premises with digital loop carrier and pair gain equipment will be provided on the web site in the ICONN database. (ICONN is available through the Qwest web site located at <http://www.qwest.com/iconn>.) If CLEC is unable to determine the information it seeks regarding the Remote Premises after using such database tools, Qwest will provide CLEC with a report that contains the information. The Parties agree that a charge may apply to such report, based on time and material, unless the database information is inaccurate or unusable for the Remote Premises then no charge would apply. Qwest will provide CLEC access to relevant plats, maps, engineering records and other data in accordance with Section 10.8.2.4. In addition, CLEC can request a copy of Qwest's distribution area map associated with the Remote Premises, with a charge for time and material.

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

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

8.2.1.11 If Qwest denies a request for Collocation in a Qwest Premises due to

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

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

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

- a) Number of CLECs in queue at the Premises, if any;
- b) Premises that have not been equipped with DS3 capability;
- c) Estimated date for completion of power equipment additions that will lift the restriction of Collocation at the Premises; and
- d) Address of the Remote Premises that have been inventoried for Remote Collocation, and if the Remote Premises cannot accommodate Collocation.

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

8.2.1.14 Reclamation and Reconditioning of Space

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

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

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

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

8.2.1.15 Cancellation of Collocation Request. CLEC may cancel a Collocation request prior to the completion of the request by Qwest by submitting a Collocation Cancellation Application. CLEC shall be responsible for payment of all costs incurred by Qwest up to the point when the cancellation is received. Collocation Cancellation is available for all Collocations under a particular billing authorization number (BAN) for which CLEC has not received notification of completion from Qwest. Cancellation is offered for all types of Collocation. A cancellation will only occur upon request by CLEC.

8.2.1.15.1 CLEC may submit a Collocation Cancellation Application if the Collocation job is in progress. Upon receipt of a completion notice for the specific Collocation job, the Collocation can no longer be cancelled. Qwest will provide acknowledgment of acceptance or rejection of the Collocation Cancellation Application within one (1) business day of receipt. Qwest will stop work on a Collocation in progress upon receipt and acceptance of a Collocation Cancellation Application. A request for cancellation is irrevocable once Qwest has accepted the Collocation Cancellation Application.

8.2.1.15.2 In the event there is a Common Area Splitter Collocation or CLEC has requested a direct CLEC-to-CLEC connection arrangement with the same BAN as the Collocation job to be canceled, the associated Common Area Splitter Collocation and direct CLEC-to-CLEC connection will also be cancelled.

8.2.1.15.3 Qwest will not charge for canceling the Collocation job except for work already completed as of acceptance by Qwest of the Collocation Cancellation Application. Charges will be based on when Qwest receives the Collocation Cancellation Application and the completion status of the Collocation work. A quote will be issued within thirty (30) calendar Days of Qwest's acceptance of the Collocation Cancellation Application.

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

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

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

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

8.2.1.19 Qwest shall provide access to CLEC's collocated equipment and existing eyewash stations, bathrooms, and drinking water within the Premises on a twenty-four (24) hours per day, seven (7) days per week basis for CLEC personnel and its designated agents. Such access shall be permitted without requiring either a security escort of any kind or delaying CLEC's employees entry into Qwest Premises. Qwest shall provide CLEC with access to other basic facilities, including parking, where available on a first-come, first-served basis.

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

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

8.2.1.22 Termination of Collocation Arrangement. CLEC may terminate a completed Collocation arrangement by a Collocation Decommission or a Collocation Transfer of Responsibility. A Collocation site is only eligible for Collocation Decommission or a Collocation Transfer of Responsibility after the site is built-out and accepted by CLEC. Abandoned equipment shall be handled as detailed in Section 8.2.1.22.3.

8.2.1.22.1 Collocation Decommission. Collocation Decommission refers to the deactivation of a Collocation site occupied by CLEC and removal of CLEC

equipment. Collocation Decommission is offered for all types of Collocation. A request for decommissioning is irrevocable once Qwest accepts the Collocation Decommission Application.

8.2.1.22.1.1 Prior to submitting a Collocation Decommission Application, all CLEC's financial obligations with respect to the Collocation site to be decommissioned must be current, with the exception of formally disputed charges. CLEC financial obligations include payment of one hundred percent (100%) of all nonrecurring quoted charges and all applicable monthly recurring charges that are more than thirty (30) calendar Days past due.

8.2.1.22.1.2 CLEC must disconnect all services, including any administrative services, from the Collocation site to be decommissioned prior to submitting the Collocation Decommission Application. All of CLEC's administrative lines and End User Customer services need to be disconnected via the appropriate Access Service Request (ASR) or Local Service Request (LSR). If CLEC has not disconnected all services, all charges with respect to the Collocation site will continue to accrue and the Collocation Decommission Application will be rejected.

8.2.1.22.1.2.1 Prior to disconnecting its services, including direct CLEC-to-CLEC connections, CLEC must notify, in writing, all of its current End User Customers affected by the discontinuation of service. CLEC must submit an email notification with the Collocation Decommission Application representing to Qwest that all CLEC End User Customers have been properly notified. For direct CLEC-to-CLEC connection arrangements, CLEC should submit a letter of authorization (LOA) signed by both CLECs involved in the direct CLEC-to-CLEC connection arrangement. Failure to include such email notification or LOA will result in the rejection of the Collocation Decommission Application.

8.2.1.22.1.3 CLEC should remove its equipment prior to submitting a Collocation Decommission Application. Equipment includes all CLEC owned electronic equipment, equipment racks, mounting hardware, and CLEC supplied cable (including direct CLEC-to-CLEC cables), termination blocks and cage materials. If CLEC does not remove its equipment within thirty (30) calendar Days of Qwest's acceptance of the Collocation Decommission Application, Qwest will send a notification stating the equipment is considered abandoned. Upon receiving notification of abandonment from Qwest, CLEC will have fifteen (15) calendar Days to notify Qwest that the equipment is not abandoned and remove its equipment. If CLEC does not respond to the notification and remove the equipment and Qwest determines that the equipment has been abandoned, Qwest will send a final notification and bill CLEC for any and all claims, expenses, fees or other costs associated with the removal by Qwest of the abandoned equipment, including any materials used in the removal and the hourly labor rate charges. CLEC will hold Qwest harmless from the failure to return any such equipment, property

or other items.

8.2.1.22.1.4 Qwest will remove all Collocation entrance facilities. For shared Collocation entrance facilities, Qwest will cut all fiber and/or copper Collocation entrance facilities at the splice point in the Collocation Point of Interconnection (C-POI). For express Collocation entrance facilities, Qwest will remove and dispose of the Collocation entrance fiber.

8.2.1.22.1.5 For Virtual Collocation, Qwest will automatically remove all equipment within ninety (90) calendar Days. Qwest will negotiate with CLEC to schedule the pick up of the equipment. There will be no charge for the removal of CLEC's Virtual Collocation equipment.

8.2.1.22.1.6 For Collocations with direct CLEC-to-CLEC connection arrangements, CLEC is required to disconnect and remove the direct CLEC-to-CLEC connections. Qwest prefers that CLEC disconnect and remove the direct CLEC-to-CLEC connection cables prior to submitting the Collocation Decommission Application. If CLEC is not able to disconnect and remove the cables prior to submitting the Collocation Decommission Application, CLEC will be allowed thirty (30) calendar Days from Qwest's acceptance date of the Collocation Decommission Application to disconnect and remove the direct CLEC-to-CLEC connection cables. If CLEC has not removed the direct CLEC-to-CLEC connections, it will be treated as abandoned equipment.

8.2.1.22.1.7 CLEC will be eligible for a refund for all elements defined as either reusable or reimbursable, if acquired by another CLEC during the following defined time period. An inventory will be completed by Qwest and furnished to CLEC within ninety (90) calendar Days of the Collocation Decommission Application acceptance identifying the reimbursable and reusable elements and the potential credit.

8.2.1.22.1.7.1 Reimbursable elements considered for a refund are: DS0, DS1, and DS3 termination cabling, and fiber terminations, excluding Collocation entrance facility cabling. These elements will be eligible for a refund for up to one (1) year after the date of decommissioning.

8.2.1.22.1.7.2 Reusable elements include components used to provision the original Collocation site (e.g., cage, bays, HVAC, cable racking). These elements will be eligible for a refund for up to three (3) years after the date of decommissioning.

8.2.1.22.1.8 CLEC is required to return the space to turnover condition. Turnover condition is defined as the same condition in which CLEC originally assumed the Collocation site. CLEC must relinquish security access if not currently leasing another Collocation site in the same Wire Center when verification of equipment removal is completed. Security access will be terminated within thirty (30) calendar Days of receipt of an accepted Collocation Decommission Application, unless alternative arrangements have been agreed to by Qwest.

8.2.1.22.1.9 Ordering – CLEC should submit a Collocation Decommission Application form. Qwest will notify CLEC within one (1) business day if the prerequisites have been met. Qwest will validate the order within two (2) business days from receipt of the Collocation Decommission Application. Qwest will provide an inventory of the eligible reimbursable and reusable elements and the potential credits within ninety (90) calendar Days of the Collocation Decommission Application acceptance.

8.2.1.22.1.10 Billing - Qwest will not charge for decommissioning Collocations unless equipment has been abandoned or the Collocation space has not been returned to turnover condition. Charges for work related to the removal of abandoned equipment or returning the Collocation space to turnover condition include miscellaneous hourly labor charges and, if applicable, dispatch charges will apply for unmanned Central Offices and Remote Collocations.

8.2.1.22.2 Collocation Transfer of Responsibility. Collocation Transfer of Responsibility is the transfer of a Collocation site from vacating CLEC (current CLEC leasing the space in the Premises) to an assuming CLEC. Collocation Transfer of Responsibility is available for Caged Physical Collocation, Cageless Physical Collocation, and Virtual Collocation. All other types of Collocation to be transferred will be handled on an Individual Case Basis (ICB). There are two (2) types of Collocation Transfer of Responsibility: 1) Collocation Transfer of Responsibility Without Working Circuits – The Collocation is not serving any End User Customers and does not have active service terminations (e.g., Interconnection trunks or UNE Loops) or 2) Collocation Transfer of Responsibility With Working Circuits – The Collocation has active service terminations, such as Interconnection trunks or is serving End User Customers.

8.2.1.22.2.1 Generally, Collocation Transfer of Responsibility is not available if another CLEC or Qwest are waiting in queue for available space within the requested Premises; however, if assuming CLEC acquires all or substantially all of the Collocation sites of vacating CLEC in Qwest Premises in the state, such transfers shall not be subject to any queue for available space. In addition, regardless of any space requests that may be pending in a Qwest Premises, Collocation Transfer of Responsibility shall be available when vacating CLEC and assuming CLEC are affiliated corporate entities prior to or immediately after the proposed transfer, or the transfer is due to a bankruptcy court order. If vacating CLEC has filed for bankruptcy, assuming CLEC must comply with Applicable Law in obtaining the transfer of the Collocation site.

8.2.1.22.2.2 Both vacating CLEC's and assuming CLEC's Interconnection Agreements with Qwest must contain finalized terms and conditions for Collocation Transfer of Responsibility and all associated services. Assuming CLEC is required to have an Interconnection Agreement with Qwest prior to submitting a Collocation Transfer of Responsibility request. Assuming CLEC will need to amend any previously existing Interconnection Agreement prior to submitting a Collocation Transfer of Responsibility request if its Interconnection

Agreement does not contain the terms and conditions and rate elements for all services that will be transferred.

8.2.1.22.2.3 Collocation Transfer of Responsibility with working circuits is available if only administrative changes are required and the transfer does not involve translations work that needs to be processed in conjunction with the transfer. If translations work is needed, CLEC's transfer plans shall allow for the completion of the Collocation Transfer of Responsibility prior to initiating any translation activity.

8.2.1.22.2.4 A request for Collocation Transfer of Responsibility is irrevocable upon one hundred percent (100%) payment by assuming CLEC of the nonrecurring Collocation transfer charges reflected on the quote.

8.2.1.22.2.5 The Collocation site to be transferred is identified by vacating CLEC's eleven (11) character CLLI™ code. The Collocation site will be transferred "as is" and in its entirety. This includes, but is not limited to, Collocation entrance facilities from the Collocation - Point of Interface (C-POI) manhole, cables, Splitters, and working circuits, if applicable. If the Collocation site has a Common Area Splitter Collocation associated with it, the Common Area Splitter Collocation will be transferred as part of the Collocation Transfer of Responsibility.

8.2.1.22.2.6 The transfer of equipment between vacating CLEC and assuming CLEC will be the responsibility of vacating CLEC and assuming CLEC. Qwest is not responsible for the physical condition of vacating CLEC's equipment, with the exception of equipment associated with a Virtual Collocation, as set forth in CLECs' Interconnection Agreements. The negotiation of the transfer terms and conditions between vacating CLEC and assuming CLEC is the responsibility of those two parties. Qwest will not participate in these negotiations. Qwest will only manage the database and records transfer.

8.2.1.22.2.7 Assuming CLEC will provide the information Qwest will need to update the following items: Customer Name, Access Carrier Name Abbreviation (ACNA), Master Customer Number (MCN), CLEC address, phone number, billing and contact information, and contract number. The Collocation eleven (11) character CLEC CLLI™ code will remain the same.

8.2.1.22.2.8 Submission of new connect, change, and disconnect orders will be restricted from quote Acceptance until the transfer of the working circuits is complete. If new connect, change, and disconnect orders need to be submitted between quote Acceptance and the completion of the transfer, they will be handled on an ICB and may affect the Ready for Service (RFS) date. Submission of Collocation augment orders will not be allowed from the time that the Collocation Transfer of Responsibility Application has been accepted by Qwest until assuming CLEC has accepted the quote for the Collocation Transfer of Responsibility.

8.2.1.22.2.9 All work in progress related to the Collocation site and associated working circuits, if applicable, must either be completed or cancelled by vacating CLEC prior to the quote Acceptance.

8.2.1.22.2.10 If vacating CLEC does not lease another Physical Collocation site at the specified Central Office at the time of the Collocation Transfer of Responsibility request, then vacating CLEC must relinquish security access to the building.

8.2.1.22.2.11 Vacating CLEC's financial obligations to Qwest with respect to the Collocation site to be transferred must be met, with the exception of formally disputed charges, prior to submitting a Collocation Transfer of Responsibility Application. Vacating CLEC's financial obligations include payment of one hundred percent (100%) of all nonrecurring charges and all applicable recurring charges for the specific Collocation account that are more than thirty (30) calendar Days past due. Vacating CLEC may meet its financial obligations by having them expressly assumed, in writing, by assuming CLEC and assuming CLEC pays such obligations at the time it accepts the quote for Collocation Transfer of Responsibility.

8.2.1.22.2.12 Assuming CLEC's financial obligations to Qwest must be in good standing prior to submitting a Collocation Transfer of Responsibility Application, with the exception of formally disputed charges.

8.2.1.22.2.13 Vacating CLEC and assuming CLEC must provide a signed Transfer Authorization Agreement. Required information on the Qwest Transfer Authorization Agreement: Qwest Central Office Name, applicable CLLI™ codes, Collocation BAN numbers, and charges (from Exhibit A) for the transfer of the Collocation site.

8.2.1.22.2.14 Prior to submitting a Collocation Transfer of Responsibility Application without working circuits, vacating CLEC must ensure that no active circuits exist at the Collocation site to be transferred.

8.2.1.22.2.15 Prior to transferring a Collocation site with working circuits, vacating CLEC must notify, in writing, all of its current End User Customers that utilize the Collocation site's equipment or facilities of the transfer of service to assuming CLEC, unless vacating CLEC has a waiver from the FCC or other applicable regulatory authority. Vacating CLEC must provide an email notification to Qwest with the Collocation Transfer of Responsibility Application representing that all of its End User Customers have been properly notified or provide a copy of any applicable waiver.

8.2.1.22.2.16 If the Collocation site being transferred has a direct CLEC-to-CLEC connection arrangement, a letter of authorization (LOA) must be submitted with the Collocation Transfer of Responsibility Application, signed by both CLECs in the direct CLEC-to-CLEC

arrangement authorizing the transfer of the direct CLEC-to-CLEC connection service to assuming CLEC. A separate LOA is required for each direct CLEC-to-CLEC relationship associated with the transferring Collocation site. Each LOA shall identify the CLECs, CLLI codes, and BANs for their respective Collocations.

8.2.1.22.2.17 Vacating CLEC and/or assuming CLEC will be responsible for submitting Local Service Requests (LSRs) for Unbundled Loops, enhanced extended Loops (EELs), and line splitting. Assuming CLEC may submit LSRs once it has accepted the quote for the Collocation Transfer of Responsibility and has received the preliminary APOT information from Qwest. Orders to transfer Local Interconnection Service (LIS) trunks and ancillary services (e.g., SS7, 911, operator services) with no translation activity, as well as private line and Access Services circuits, will be processed based on the information provided in the Collocation Transfer of Responsibility Application spreadsheet. Assuming CLEC is responsible for Directory Assistance (DA), operator services (OS), Directory Listings, Busy Line Verify/Busy Line Interrupt (BLV/BLI), and 911 changes, if applicable. Any SS7 changes will need to be made after the transfer is complete.

8.2.1.22.2.18 After the Collocation Transfer of Responsibility is complete, vacating CLEC, assuming CLEC, and Qwest are all required to sign the Qwest Services Transfer Agreement.

8.2.1.22.2.19 Billing. Vacating CLEC will not incur charges for the transfer of the Collocation site. Vacating CLEC is obligated to pay all recurring charges associated with the Collocation until Qwest completes the Collocation Transfer of Responsibility request. Assuming CLEC's quote will reflect the following nonrecurring charges associated with the transfer of the Collocation site: Assessment Fee, payable regardless of whether the quote is accepted or not, a Network Systems Administration Fee, and charges for processing the transfer of working circuits, if applicable. Upon completion of the Collocation Transfer of Responsibility, Qwest will begin Billing assuming CLEC for all recurring charges based on assuming CLEC's Interconnection Agreement and cease Billing vacating CLEC.

8.2.1.22.3 Abandoned Equipment. If Qwest finds, in the course of business, evidence to substantiate that any equipment or property of CLEC has been abandoned or left unclaimed in or at any Premises, Qwest shall notify CLEC in writing of the existence of such equipment or property and CLEC shall have thirty (30) calendar Days from the date of such notice to remove such equipment or property from the Premises. If, prior to the termination of the thirty (30) calendar Day period, CLEC disputes that the equipment or property has been abandoned or left unclaimed at the Premises, CLEC shall provide written notice to Qwest of such dispute ("Resolution Request") and commence Dispute Resolution proceedings pursuant to Section 5.18 of this Agreement. If no Resolution Request has been delivered to Qwest within thirty (30) calendar Days of the notice, all equipment or property of CLEC not removed from the Premises shall conclusively be deemed and construed to have been transferred, deeded,

and assigned by CLEC to Qwest and may be appropriated, sold, stored, destroyed and/or otherwise disposed of by Qwest without further notice to CLEC and without obligation to account therefor, and CLEC shall reimburse Qwest for all reasonable expenses incurred in connection with the storage or other disposition of such equipment or property. If CLEC delivers a Resolution Request but fails to commence Dispute Resolution proceedings pursuant to Section 5.18 of this Agreement or to otherwise resolve the dispute with Qwest, within thirty (30) calendar Days of the delivery of such Resolution Request, then thirty (30) calendar Days after the date of the Resolution Request, all equipment or property of CLEC not removed from the Qwest Premises shall conclusively be deemed and construed to have been transferred, deeded, and assigned by CLEC to Qwest and may be appropriated, sold, stored, destroyed and/or otherwise disposed of by Qwest without further notice to CLEC and without obligation to account therefor, and CLEC shall reimburse Qwest for all reasonable expenses incurred in connection with the storage or other disposition of such equipment or property. CLEC hereby releases and agrees to defend, indemnify, and hold harmless Qwest from and against any and all costs, expenses, claims, judgments, damages, liability or obligation arising out of or in connection with Qwest's exercise of any or all of its rights under this Section. Notwithstanding the provisions of this Section, where CLEC has submitted a Decommissioning Application, the provisions of Section 8.2.1.22.1 of this Agreement, shall govern the equipment or property of CLEC and not this Section unless CLEC fails to remove its equipment or property in accordance with the terms of Section 8.2.1.22.1 of this Agreement.

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

8.2.1.23.1 CLEC-to-CLEC Cross Connections at the ICDF.

8.2.1.23.1.1 CLEC-to-CLEC Cross Connection (COCC-X) is defined as CLEC's capability to order a Cross Connection from its

Collocation in a Qwest Premises to its non-adjacent Collocation space or to another CLEC's Collocation within the same Qwest Premises at the ICDF.

8.2.1.23.1.2 Qwest will provide the capability to combine these separate Collocations through an Interconnection Distribution Frame (ICDF). This is accomplished by the use of CLEC's Connecting Facility Assignment (CFA) terminations residing at an ICDF. Also, ICDF Cross Connections must terminate on the same ICDF at the same service rate level.

8.2.1.23.1.3 If CLEC has its own dedicated ICDF, CLEC is responsible for ordering tie cables to the common ICDF frame/bay where the other CLEC resides. These tie cables would be ordered through the existing Collocation Application form.

8.2.1.23.1.4 CLEC is responsible for the end-to-end service design that uses ICDF Cross Connection to ensure that the resulting service meets its End User Customer's needs. This is accomplished by CLEC using the Design Layout Record (DLR) for the service connection.

8.2.1.23.1.5 If two (2) CLECs are involved, one (1) CLEC acts as the "ordering" CLEC. The ordering CLEC identifies both connection CFAs on the ASR. CLEC requests service order activity by using the standard ASR forms. These forms are agreed upon nationally at the OBF (Ordering and Billing Forum). Refer to the DMP (Document Management Platform)/Carrier/Carrier Centers/"A"/"ASOG" for copies of all forms including definitions of the fields. CLEC is responsible for obtaining these forms. Qwest must not reproduce copies for its Customers, as this is a copyright violation. The standard industry forms for CLEC-to-CLEC Cross Connections (COCC-X) are: Access Service Request (ASR), Special Access (SPE) and Additional Circuit Information (ACI).

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

8.2.1.25 CLEC terminations will be placed on the appropriate Qwest Cross Connection frames using standard engineering principles. CLEC terminations will share frame space with Qwest terminations on Qwest frames without a requirement for an intermediate device.

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

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

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

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

8.2.1.30 Optional DC Power Measurement. CLEC will order DC power to meet its needs with a twenty (20) amperes (amp) per feed minimum. If CLEC orders more than sixty (60) amps, Qwest typically terminates such feed on a power board. If CLEC orders sixty (60) amps or less, the power feed typically terminates at a battery distribution fuse board (BDFB). No power measurements are performed at a BDFB. Therefore, for sixty (60) amps or less, the power usage rate is based on CLEC ordered amps. For power feeds of greater than sixty (60) amps terminated at the power board, Qwest will measure usage on a semi-annual basis if CLEC orders Optional DC Power Measurement. Qwest will also take a reading within thirty (30) calendar Days of a written request by CLEC. Qwest will perform a maximum of four (4) readings per year for a particular Collocation site. Until the routine semi-annual reading or until such time that Qwest makes a reading based on a written request, Qwest will bill CLEC based on the amount of power ordered. Based on the reading, Qwest will adjust the new monthly usage rate to CLEC's actual usage rate on a going forward basis.

8.2.1.31 Joint Testing. Joint Testing allows CLEC to request Qwest to participate in Joint Testing of CLEC terminations at the Interconnection Distribution Frame (ICDF). CLEC may request Joint Testing on the Collocation Application form or by sending a separate Joint Testing Application form. Collocation and Joint Testing Application forms are available in the PCAT. CLEC must specify on its application the terminations to be

tested and the type of tests to be performed with Qwest. CLEC must provide contact information on the application for Qwest to arrange the Joint Testing date and time. Qwest will acknowledge acceptance of the application within ten (10) calendar Days of receipt. Joint Testing will be complete within ninety (90) calendar Days of the RFS if Joint Testing is requested on the Collocation Application form or ninety (90) calendar Days from acceptance of the Joint Testing Application form.

8.2.1.31.1 Qwest will only test between CLEC Collocation and the ICDF once CLEC equipment is in place. Joint Testing is only available for the terminations identified on the Collocation Application or Joint Testing Application. If CLEC wants additional terminations tested that are not identified on its initial application, CLEC will need to complete a new Joint Testing Application.

8.2.1.31.2 Each Party will provide appropriate test equipment for its technicians. Qwest will assist CLEC in conducting continuity tests on terminations at the ICDF. Qwest will not operate CLEC test equipment. If errors are found during the Joint Testing, Qwest will only repair Qwest network faults. CLEC is responsible for replacement or repair of CLEC-provided facilities.

8.2.1.31.3 If during the scheduled Joint Testing, the Qwest-caused error rate is more than two percent (2%) on the terminations identified for testing, Qwest will not charge for this Joint Testing. If there are less than two percent (2%) errors found or if the errors found are facility errors on CLEC provided facilities, Qwest will charge for the Joint Testing. One (1) pair is counted as two (2) terminations and errors are counted on a one (1) termination basis. If CLEC requests that the charges be waived because Qwest errors are found during Joint Testing, Qwest may access CLEC's Collocation space to identify if the facility cabling sequence is correct, per applicable standards. CLEC may review Qwest facility cabling at the ICDF to verify the cable sequence, per applicable standards.

8.2.1.32 DC Power Reduction. DC Power Reduction With Reservation allows CLEC to reserve a fuse or breaker position on the power board or battery distribution fuse board (BDFB) when reducing a secondary power feed to zero. CLEC will pay a monthly power maintenance charge to retain the existing power cabling and fuse position for future power augment requests or until such time as CLEC notifies Qwest it wishes to discontinue the option. DC Power Reduction Without Reservation allows CLEC to reduce the ordered amps on a primary or secondary feed to a minimum of twenty (20) amps.

8.2.1.32.1 Applications for DC Power Reduction may be submitted only for Collocation sites that have been completed and accepted by CLEC, otherwise CLEC should follow standard change or augment procedures including the applicable rates for changes or augments. On the Collocation Application, CLEC should indicate that it is a request for DC Power Reduction and identify the specific power feeds to be reduced. CLEC should submit the applicable QPF or Engineering and Design fee with its Collocation Application requesting DC Power Reduction. Qwest will notify CLEC of any deficiencies in the Collocation Application, within ten (10) calendar Days of receipt. A quote for the DC Power Reduction will be provided to CLEC within twenty-five (25) calendar Days. The quoted nonrecurring charges will be honored for thirty (30) calendar Days from

the quote. CLEC payment of all quoted nonrecurring charges constitutes acceptance and Qwest will then perform the work. If CLEC accepts the quote within seven (7) calendar Days, Qwest shall complete the DC Power Reduction within ninety (90) calendar Days of receipt of the Collocation Application. If CLEC accepts the quote after seven (7) calendar Days, Qwest shall complete the DC Power Reduction within ninety (90) calendar Days of receipt of CLEC's acceptance.

8.2.1.32.2 CLEC assumes all responsibility for outages or impacts to CLEC services and equipment due to the reduction in DC power. Restoration of the DC power is contingent upon the desired power and fuse availability.

8.2.1.32.3 Before submitting a Collocation Application requesting DC Power Reduction, CLEC's financial obligations for the Collocation site must be current, with the exception of formally disputed charges. Billing to CLEC will be revised to reflect the reduced DC power upon receipt of payment of the quoted charges effective back to the date of acceptance by Qwest of the Collocation Application.

8.2.1.32.4 If a shortage of fuse positions is imminent, Qwest will notify CLEC of the need to exercise its option to reuse the power feed and fuse, or relinquish the fuse position for use by another CLEC or Qwest. Upon receipt of such notification, CLEC must request restoration of the secondary power feed to at least twenty (20) amps or return the fuse position to Qwest within thirty (30) calendar Days.

8.2.1.33 Collocation Available Inventory. Collocation Available Inventory provides CLEC with information about the availability of (a) returned Collocation sites and elements under Qwest's control ("Qwest Postings") and (b) CLEC controlled sites that may be posted are available for a Transfer of Responsibility ("CLEC Postings"). Qwest and CLECs may post available Collocation sites on Qwest's wholesale web site at: <http://www.qwest.com/wholesale/pcat/collocclassifieds.html>. CLEC must either have an approved Interconnection Agreement or is currently negotiating with Qwest to have an interim Interconnection Agreement with the specific type of Collocation to be obtained. If the Interconnection Agreement is pending approval, CLEC must execute an early ordering letter. Qwest reserves the right to remove Qwest Postings to satisfy CLEC Collocation Applications or Qwest space requirements. Qwest shall not use the Qwest Postings as a basis to claim exhaust in any Qwest Premises.

8.2.1.33.1 CLEC obtaining a Collocation site from Qwest Postings must not have any overdue financial obligations owed to Qwest for Collocation, with the exception of formally disputed charges. CLEC will be required to pay a minimum of six (6) months of space construction and floor space lease recurring charges if CLEC terminates its lease prior to six (6) months occupancy.

8.2.1.33.2 Qwest Postings. Collocation sites available in Qwest Postings may be partially or fully completed before being returned to Qwest inventory. Both Caged Physical Collocation and Cageless Physical Collocation sites will be offered in the Qwest Postings and will be available under the terms and conditions set forth in the Interconnection Agreement of the CLEC acquiring the Collocation space. CLEC may request to add to or complete the Collocation site

to its specifications. CLEC may also request that Qwest reduce the cable terminations and CLEC will be charged for the removal of such cable terminations.

8.2.1.33.3 All services that were previously connected to the Collocation (e.g., UNEs, CLEC to CLEC, administrative lines, Finished Services, and Line Splitting) will be disconnected before the site is listed in the Qwest Postings. Power, grounding, and Entrance Facilities will also be disconnected before the site is listed. Qwest shall inventory all reusable and reimbursable elements and include them in the Collocation site information.

8.2.1.33.4 Qwest may also elect to offer Collocation sites returned through bankruptcy or abandonment consistent with Applicable Law (i.e., "Special Sites"). These Collocation sites will not be decommissioned and will be posted as unverified sites with equipment which may include electronic equipment, racks, cages, DC power, grounding and terminations. It is expressly understood and agreed that Qwest is selling equipment that is used or surplus equipment on an "as is, where is" basis with all faults, latent and patent, and the equipment is conveyed without any Qwest warranties or representations of any kind, express or implied. CLEC is responsible for all software and software license agreements for any equipment conveyed as part of a Special Site. CLEC is responsible for handling, scrapping, destruction or other disposition of any equipment conveyed as part of a Special Site and shall conform and comply with: (a) All applicable federal, state, county and municipal laws, statutes, regulations, and codes regulating hazardous wastes, materials or substances, including, but not limited to the Toxic Substances Control Act (TSCA) (15 U.S.C. 2601 et seq.); the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6901 et seq.); Hazardous Materials Transportation Act (HMTA) (49 U.S.C. 1801 et seq.); Occupational Safety and Health Act (OSHA) (29 U.S.C. 651 et seq.); Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA)(42 U.S.C. 9601 et seq.); and any successor acts thereto or the regulations promulgated thereunder and any applicable International laws and regulations; (b) Environmental rules and regulations governing environmental impacts associated with the production and or recovery of precious metals, scrap metals and material processing and or residual material disposition whether hazardous or non-hazardous as defined by governing laws and or applicable laws and are the sole responsibility of CLEC; and (c) All hazardous waste, hazardous material, hazardous substances or solid waste manifests relating to the shipping, receiving, disposal or final disposition of the equipment shall not reference, list or otherwise indicate on the manifest that Qwest is the generator, arranger, transporter, owner or otherwise the party that owns, controls, manages, handles, stores, generates or otherwise uses the equipment. On any required hazardous waste, hazardous material, hazardous substances or solid waste manifest relating to the shipping, receiving, disposal or final disposition of the equipment, CLEC shall be listed as the generator, arranger and owner of the materials.

8.2.1.33.5 CLEC will submit a Collocation Application indicating a specific Collocation site from the Collocation Available Inventory. Qwest will follow the standard Collocation provisioning intervals for the type of Collocation as included in CLEC's Interconnection Agreement. During preparation of the quote, Qwest

will validate all reusable elements and send an inventory verification letter. After receipt of the validated inventory, CLEC may cancel the Collocation Application or submit a change to the pending Collocation Application. Any cancellation due to differences between the Qwest Posting and actual inventory will not result in a QPF or Engineering and Design Fee being charged.

8.2.1.33.6 Charges for Collocation sites listed in the Qwest Postings will be on a site specific basis, according to assuming CLEC's Interconnection Agreement and its requested work in the Collocation Application. Assuming CLEC will receive a fifty percent (50%) discount on nonrecurring reusable elements, if any, as defined in Section 8.2.1.22.

8.2.1.34 CLEC Collocation of Splitters

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

8.2.1.34.2 Reclassification allows a CLEC that has existing spare terminations to reclassify those terminations for UNE or other services as necessary. Reclassification is required when the terminations for the requested services are inventoried in a database different from the database of the existing spare terminations. A spare termination is a CLEC termination that is not in use and has no pending orders against it.

8.2.1.34.3 CLEC may designate some or all of its existing tie cables for use in connection with UNEs or other services. 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 and Loop Splitting. Charges will apply pursuant to Exhibit A of the Agreement.

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

8.2.1.34.5 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.

8.2.1.34.5.1 CLEC may elect to use an ICDF. In this instance, one (1) ITP carries the combined voice/data signal from the COSMIC™/MDF Loop termination to the ICDF and a second ITP carries the voice only signal from the ICDF to the COSMIC™/MDF Switch termination. For each Shared Loop, two (2) pairs of the tie cable must be used: one (1) 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.

8.2.1.34.5.2 CLEC may elect to use direct connections between the CLEC-provided Splitter and the COSMIC™/MDF. In this instance, Qwest will provide one (1) tie cable between each module of the COSMIC™/MDF and the CLEC-provided Splitter. One (1) pair in the tie cable will carry the combined voice/data signal from the COSMIC™/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™/MDF will be assessed to CLEC in accordance with Section 8 (Collocation). To minimize CLEC's cost, to the extent feasible, Qwest shall consolidate CLEC's requirements with the requirements of Qwest and other CLECs into a single MELD™ run whenever feasible. Costs of such consolidated MELD™ runs shall be prorated among the parties, including Qwest. Qwest will provide, for each Shared Loop, the tie cable pair assignments.

8.2.1.34.6 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™/MDF, where the combined voice and data Loop originates from CLEC's Collocation.

8.2.1.35 Collocation Joint Inventory Visit. Collocation Joint Inventory Visit allows CLEC to request a comprehensive visit with Qwest at an existing Central Office Collocation site. The purpose of this Joint Inventory Visit is to review space, power, terminations, synchronization, administrative lines, virtual equipment, common area splitter, AC outlets, and to verify billable rate elements versus actual billing.

8.2.1.35.1 There will be no time allocated during the visit for testing or repairing items identified. The Joint Inventory Visit Process excludes physical review of the Entrance Facility POI location. Inventory will be documented and any deviations identified on a "Collocation-Joint Inventory Visit Form." This form will become the basis for a follow-up corrective action plan based on mutual agreement. A copy will be provided to CLEC prior to the wrap-up conference call.

8.2.1.35.2 Joint Inventory Visit is available for any Central Office premise type of Collocation.

8.2.1.35.3 Joint Inventory Visit quote will be communicated from the Qwest Collocation Project Management Center (CPMC) via email to CLEC and followed by an invoice requiring 100% payment. Quotes are sustainable upon receipt, since the shortened timeframe requires immediate processing by Qwest.

8.2.1.35.4 The visits will be conducted during normal business hours defined as: Monday through Friday from 8 am to 5 pm local time excluding Qwest recognized holidays.

8.2.1.35.5 The Qwest employee conducting the visit will be a knowledgeable management employee. The Qwest representative will be identified by a State Interconnect Manager (SICM).

8.2.1.35.6 The overall process for a Collocation Joint Inventory Visit will be sixty (60) calendar Days from receipt of a valid and complete application to completion of the Joint Inventory Visit, subject to scheduling availability of both Qwest and the CLEC.

8.2.1.35.7 A maximum of two scheduling visits will be planned subject to a minimum forty-eight (48) hour cancellation policy. Any cancellation less than forty-eight (48) hours prior to the scheduled Joint Inventory Visit time or failure to conduct the visit by CLEC will result in CLEC being billed and no deliverables received.

8.2.1.35.8 CLEC must submit a "Joint Inventory Visit Application" to order a Collocation Joint Inventory Visit. The Joint Inventory Visit Application is available at <http://www.qwest.com/wholesale/pcat/collocation.html#imp>.

8.2.1.35.9 Each site requested will require a separate application form. This is defined as each eleven digit CLLI code location.

8.2.1.35.10 CLEC will receive an email acknowledgment of the application receipt and validation or feedback on any information requiring clarification within one (1) business Day.

8.2.2 Terms and Conditions - Virtual Collocation

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

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

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

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

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

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

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

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

8.2.3 Terms and Conditions - Caged and Cageless Physical Collocation

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

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

8.2.3.3 Intentionally Left Blank.

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

8.2.3.5 When Qwest constructs the collocated space, Qwest will ensure that the

necessary construction work (e.g., racking, ducting and caging for Caged Physical Collocation) is performed pursuant to Qwest Technical Publication 77350, including all construction of CLEC's leased physical space and the riser from the vault to the leased physical space.

8.2.3.6 CLEC owns or leases and is responsible for the installation, maintenance and repair of its equipment located within the physically collocated space leased from Qwest.

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

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

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

8.2.3.10 All equipment placed will be subject to random safety audits conducted by Qwest. These audits will determine whether the equipment meets the NEBS Level 1 safety standards required by this Agreement. CLEC will be notified of the results of this audit. If, at any time, pursuant to a random audit or otherwise, Qwest determines that the equipment or the installation does not meet the NEBS standards described in Section 8.2.1.8, CLEC will be responsible for the costs associated with the removal, modification to, or installation of the equipment to bring it into compliance. Qwest shall provide written notice of the non-compliance to CLEC, and such notice will include: (1) identification of the specific equipment and/or installation not in compliance; (2) the

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

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

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

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

8.2.4 Transmission Facility Access to Collocation Space

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

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

Wire Center where CLEC shall terminate its fiber-optic facility, except the Express Fiber Entrance Facilities.

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

8.2.4.3.1 Standard Fiber Entrance Facility -- The standard fiber Entrance Facility provides fiber connectivity between CLEC's fiber facilities delivered to the C-POI and CLEC's Collocation space in increments of twelve (12) fibers. CLEC's fiber cable is spliced into a Qwest-provided shared fiber entrance cable that consists of six (6) buffer tubes containing twelve (12) fibers each for a seventy-two (72) fiber cable. The seventy-two (72) fiber cable shall be terminated on a Fiber Distribution Panel (FDP). A twelve (12) fiber Interconnection cable is placed between CLEC's Collocation space and the FDP. The FDP provides Qwest with test access and a connection point between the transport fiber and CLEC's Interconnection cable.

8.2.4.3.2 Cross Connect Fiber Entrance Facility - The cross connect fiber Entrance Facility provides fiber connectivity between CLEC's fiber facilities delivered to a C-POI and multiple locations within the Qwest Wire Center. CLEC's fiber cable is spliced into a Qwest-provided shared fiber entrance cable in twelve (12) fiber increments. The Qwest fiber cable consists of six (6) buffer tubes containing twelve (12) fibers each for a seventy-two (72) fiber cable. The seventy-two (72) fiber cable terminates in a fiber distribution panel. This fiber distribution panel provides test access and flexibility for Cross Connection to a second fiber distribution panel. Fiber Interconnection cables in four (4) and twelve (12) fiber options connect the second fiber distribution panel and equipment locations in the Qwest Wire Center. This option has the ability to serve multiple locations or pieces of equipment within the Qwest Wire Center. This option provides maximum flexibility in distributing fibers within the Wire Center and readily supports Virtual and Cageless Physical Collocation and multiple CLEC locations in the office. This option also supports transitions from one (1) form of Collocation to another.

8.2.4.3.3 Express Fiber Entrance Facility – Qwest will place CLEC-provided fiber cable from the C-POI directly to CLEC's Collocation space. The fiber cable placed in the Wire Center must meet NEBS Level 1 fire rating requirements. If CLEC provided cable does not meet NEBS Level 1 fire rating requirements then a transition splice will occur in the cable vault to insure that the cable within the Qwest Wire Center meets requirements. This option will not be available if there is only one (1) conduit with two (2) unused innerducts (one (1) for emergency restoral and one for a shared entrance cable).

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

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

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

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

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

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

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

8.2.4.9.2 CLEC can perform the determination of line-of-sight feasibility or CLEC can request Qwest perform the line-of-sight feasibility. CLEC will submit a Microwave Entrance Facility Application for each antenna arrangement and each

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

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

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

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

8.2.4.9.6 Upon expiration or termination of the Collocation arrangement or the Microwave Entrance Facility, CLEC shall return the antenna space to its original condition. CLEC shall repair any damages caused by removal of its microwave equipment, or by the use, operation or placement of its microwave equipment on the Premises. If CLEC performs the foregoing, Qwest shall impose no charges on CLEC for such work. In the event CLEC fails to remove

its microwave equipment, CLEC shall be liable to Qwest for all reasonable costs of removal, restoration of the property, storage, and transportation to CLEC of such microwave equipment incurred by Qwest.

8.2.5 Terms and Conditions – ICDF Collocation

8.2.5.1 Interconnection Distribution Frame (ICDF) Collocation is available if CLEC has not obtained Caged or Cageless Physical Collocation, but requires access to Qwest's Wire Center for combining Unbundled Network Elements, Finished Services, including local Interconnection trunks, and ancillary services. ICDF Collocation provides CLEC with access to the Interconnection Distribution Frame, where Qwest will terminate the Unbundled Network Elements, Finished Services and ancillary services ordered by CLEC. CLEC may combine such services by running a jumper on the ICDF, in accordance with Section 8.2.5.3. CLEC access to the ICDF will be on the same terms and conditions described for other types of Collocation in this Section. There are multiple frames that could be used for ICDF Collocation including, but not limited to, the following: a) existing Interconnection Distribution Frame (ICDF); b) existing DSX panels for DS1 and DS3 services; c) new Interconnection Distribution Frame; d) existing toll frame; e) fiber distribution panel; and, f) existing intermediate frame. Qwest-provided combinations in accordance with Sections 9.1 and 9.23.3.7 are not provided by Qwest in CLEC's ICDF Collocation space.

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

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

8.2.5.4 Intentionally Left Blank.

8.2.6 Terms and Conditions - Adjacent Collocation and Adjacent Remote Collocation

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

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

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

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

8.2.6.2 Qwest shall provide written authorization for use of Qwest's property to CLEC or CLEC's contractor, to the extent that Qwest owns or controls such property, to assist CLEC in obtaining any building permits or other approvals that may be necessary to construct the facility. CLEC is responsible for construction of the structure or procurement of an existing structure. CLEC is responsible for meeting all State and municipal building and zoning requirements. As participants in utility easements and public/private rights of way arrangements, CLEC and Qwest are each responsible for insuring their respective facilities information (housing locations, cable paths, etc.) is communicated to OneCall/Blue Stakes-type entities, as appropriate.

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

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

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

8.2.7 Terms and Conditions – Remote Collocation

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

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

8.2.8 Terms and Conditions – Facility Connected (FC) Collocation

8.2.8.1 Facility Connected (FC) Collocation provides access via an Entrance Facility if CLEC does not need to collocate equipment in the Wire Center but requires access for Interconnection or access to UNEs, ancillary services and Finished Services. CLEC will submit its order using the FC Collocation Application. FC Collocation is provided on a termination block or termination panel within the designated Wire Center. Qwest will engineer, provision, maintain and repair all services to the FC Collocation. CLEC does not have physical access to the FC Collocation.

8.2.8.2 Qwest will perform the installation of services to the block or panel termination point indicated by CLEC on its orders, LSRs or ASRs, based on the connecting facility assignments (CFAs) from CLEC's alternative point of termination (APOT) form.

8.2.8.3 FC Collocation is available with the following configurations:

8.2.8.3.1 Copper Entrance Facility for termination and Cross Connection to appropriate Digital Service Level 0 (DS0) and Digital Service Level 1 (DS1) UNE services. If utilized for DS1 UNEs, CLEC must transmit a Trunk Level 1 (T1) templated signal over the copper facility. DS1 copper Entrance Facilities will be wired to a DS1 office repeater to remove line voltage before terminating on the DSX panel. Qwest will install and charge for this line voltage isolation equipment.

8.2.8.3.2 Fiber Entrance Facility termination and Cross Connection.

8.2.8.3.3 Other levels of service such as Digital Service Level 3 (DS3) or DS1 utilizing fiber are available via the Bona Fide Request (BFR).

8.2.8.4 Protection for lightning or voltage is required for copper Entrance Facilities and will require protection units (i.e., line voltage isolation equipment) on standard connector blocks on the distribution frame. Qwest will engineer and install this protection. All copper cables must come through a cable vault and have grounded/bonded sheaths.

8.2.8.5 CLEC is responsible for providing an Entrance Facility to the Qwest designated Collocation Point of Interface (C-POI).

8.2.8.6 All Qwest terminations on the termination frame or panel will be given a frame address. Qwest will maintain frame or panel address records for Qwest terminations. CLEC will maintain its CFA records.

8.2.9 Terms and Conditions – Common Area Splitter Collocation

8.2.9.1 If CLEC elects to have Splitters installed in Qwest Wire Centers via Common Area Splitter Collocation, the Splitters will be installed in those Wire Centers in one (1) 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™/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 Splitters on the COSMIC™/MDF. CLEC either may purchase Splitters or have Qwest purchase the Splitters subject to full reimbursement of the cost of the Splitters plus any pass through actual vendor invoice costs, including but not limited to taxes, shipping and handling. The Splitters must meet the requirements for Central Office equipment Collocation set by the FCC. Qwest will be responsible for installing and maintaining the Splitters, but CLEC will lease the Splitters to Qwest at no cost. Qwest may commingle the Splitter shelves of different CLECs in a single relay rack or bay. Qwest will not be responsible for shortages of Splitters or Qwest's inability to obtain Splitters from vendors, if acting as purchasing agent on behalf of CLEC.

8.2.9.2 Two (2) ITPs and four (4) tie cables will be needed to connect the Splitters to the Qwest network. One (1) ITP will carry both voice and data traffic from the COSMIC™/MDF Loop termination, to an appropriate ICDF. From this frame, one (1) tie cable will carry both voice and data traffic to the Splitter. The voice and data traffic will be separated at the 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™/MDF Switch termination, via a second ITP. CLEC can also elect a direct connect option pursuant to Section 8.3.1.11.2.

8.2.9.3 Qwest will provide the cabling used for tie cables between the Splitter and the ICDF. The Splitter Tie Cable Connection Charge will apply.

8.2.9.4 The Demarcation Point between Qwest's network and CLEC's network will be at the place where the data Loop leaves the Splitter on its way to CLEC's collocated equipment, or at the ICDF, where the data port is cabled to existing CLEC Collocation tie cable.

8.2.9.5 New Splitter shelves may be ordered at the same time as a new Collocation on a single Collocation Application form and a single order processing charge will apply. New Splitter shelves may be ordered with an existing Collocation by submitting a new Collocation Application and the applicable fee. Standard intervals as contained in Exhibit C will apply.

8.2.9.6 Splitter Deployment

8.2.9.6.1 New applications for installation of Splitters will be processed in the manner outlined in the Collocation Section for Cageless Collocation.

8.2.9.6.2 CLEC may submit applications for additional DS0 tie cable terminations and/or reclassification to support UNE or other services. Qwest will process any such applications for augmentation and/or reclassification of DS0 tie cable terminations under intervals as outlined below in this Section.

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

8.2.9.6.3.1 The interval for reclassification will be fifteen (15) Days, subject to the following terms and conditions. If the requested reclassification engineering results in additional requirements for DS0 tie cable terminations or tie cable support, the interval will default to thirty (30) Days.

8.2.9.6.3.2 In the event CLEC, or Qwest acting as purchasing agent for CLEC, is unable to procure any equipment needed to complete all work required by applications submitted to Qwest by CLEC, including but not limited to, Splitters or cabling, Qwest will install the subject equipment when it becomes available. If Qwest is acting as purchasing agent for CLEC and is unable to procure equipment to complete all work in a timely manner, CLEC may provide Qwest with the subject equipment. CLEC will be notified by Qwest of the required material on-site date for the affected Wire Center(s) and CLEC will have two (2) business days to determine if it will be able to provide the subject equipment in advance of the material on-site date. If CLEC does not notify Qwest in writing of its intent to provide the subject equipment within this two (2) business day period, or if the subject equipment is not provided in a timely manner, Qwest will install the subject equipment when available.

8.3 Rate Elements

Rate elements for Collocation are included in Exhibit A.

8.3.1 Rate Elements - All Collocation

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

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

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

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

8.3.1.5 Cable Splicing Charge. Represents the labor and equipment to perform a subsequent splice to CLEC provided fiber optic cable after the initial installation splice.

Includes per-setup and per-fiber-spliced rate elements.

8.3.1.6 -48 Volt DC Power Usage Charge. Provides -48 volt DC power to CLEC collocated equipment and is fused at one hundred twenty-five percent (125%) of the request. The -48 volt DC Power Usage Charge applies to the quantity of -48 volt capacity specified by CLEC in its order on a per ampere (amp) basis. There is a one (1) amp minimum charge for -48 volt DC power usage.

8.3.1.6.1 Optional -48 Volt DC Power Usage Charge is available for orders of greater than sixty (60) amps. If CLEC orders Optional DC Power Measurement, Qwest will initially apply the -48 Volt DC Power Usage Charge from Exhibit A to the quantity of power ordered by CLEC. Qwest will determine the actual usage at the power board as described in Section 8.2.1.30. Qwest will adjust the monthly usage rate based upon the actual usage on a going forward basis. There is a one (1) amp minimum charge for -48 volt DC power usage.

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

8.3.1.8 Inspector Labor Charge. Provides for Qwest qualified personnel, acting as an inspector, when CLEC requires access to the C-POI after the initial installation. A call-out of an inspector after business hours is subject to a minimum charge of three (3) hours. The minimum call-out charge shall apply when no other employee is present in the location, and an 'off-shift' Qwest employee (or contract employee) is required to go 'on-shift' on behalf of CLEC.

8.3.1.9 Intentionally Left Blank.

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

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

8.3.1.11.1 Shared Access

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

- a) Existing Interconnection Distributing Frame (ICDF)
- b) Existing DSX Panels for DS1 and DS3 services
- c) New Interconnection Distributing Frame

- d) Existing Toll Frame
- e) Fiber Distribution Panel
- f) Existing Intermediate Frame

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

8.3.1.11.2 Direct Connection

8.3.1.11.2.1 Direct Connection provides an uninterrupted path from the Collocation space to an existing frame. This option will guarantee that there will not be an ICDF. The connection will be designed from the Collocation space to the same frame that Qwest uses to connect to that specific service. For example, if CLEC wants to connect directly from its Collocation space to a 911 router, the infrastructure for the 911 trunks will terminate in a DS1 bay location with the 911-router circuits. There are several options for the location of the Demarcation Point. CLEC will select its desired option via the Direct Connection Collocation Application. If CLEC chooses a demarcation inside the Collocation space, CLEC should order and install the termination equipment itself. Demarcation equipment must be noted on the order form so that a CLLI code and unique tie cable assignments can be generated for systems flow through. If CLEC chooses a demarcation outside its Collocation space, Qwest will maintain and inventory this device. Direct terminations may be ordered where frame space is available. If frame space is exhausted the terminations may need to be made at another frame. Upon completion of the pre-provisioning of the Direct Connection, CLEC will receive an Alternate Point of Termination (APOT) form so that it may order Finished Services and UNEs. CLEC will be responsible for augmenting terminations as required. The Direct Connection APOT information must be provided on the ASR or LSR to insure that the services are designed to the dedicated path.

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

8.3.1.11.2.3 If CLEC wishes to arrange terminations on a 2-wire

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

8.3.1.11.2.4 Requests for terminations at a DS0, DS1, DS3 and optical level (non-POTS) may also be made directly to the respective frame or panel (i.e., toll frame, DSX, FDP, etc.). Direct Connections to these frames do not require MELD™ runs and short jumper engineering principals, as with the COSMIC™ frame. However these connections will require coordination between Qwest and CLEC to ensure that the cable is terminated in an existing frame with the service that CLEC is wishing to connect with. Direct Connection is ordered via the supplemental Collocation order form, Direct Connection (DC-POT). Timing, pricing and feasibility will be determined on the basis of a specific, in-depth building analysis. Direct Connections are available where available frame space permits. If frame space is exhausted, terminations may need to be made at another frame. Space availability will be determined during the feasibility request phase of the order. Rates for Direct Connection Terminations will be on an ICB basis using rates defined in Exhibit A.

8.3.1.11.3 Terminations must be purchased in the following increments: DS0 in blocks of 100; DS1 in increments of one (1); and DS3 in increments of one (1) coaxial cable or fiber pair.

8.3.1.12 Security Charge. This charge applies to the keys/card and card readers required for CLEC access to the Qwest Premises for the purpose of Collocation. There are two monthly recurring rate elements associated with Security Access. The first rate element is per access card, per CLEC employee, per month. The second rate element is the number of card accessible premises, per CLEC employee, per month, as included in Exhibit A to this Agreement.

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

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

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

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

8.3.1.17 Microwave Entrance Facility – The charges for Microwave Entrance Facility include the recurring and nonrecurring charges associated with preliminary rooftop engineering and survey analysis, Premises structural analysis and line of sight feasibility, if performed by Qwest; space rental for the rooftop and existing antenna support structure, cable racking, cable, building penetration for cable entry, and other work as required.

8.3.1.18 Joint Testing Charges: The charges for Joint Testing are nonrecurring. It is a minimum of one (1) hour per Joint Testing request at the Virtual Collocation maintenance rate, specified in Exhibit A, and a per half-hour charge at the same rate for any time exceeding the one (1) hour. Qwest will not charge for the Joint Testing based on the Joint Testing Qwest-caused error rate as described in Section 8.2.1.31.3.

8.3.1.19 DC Power Reduction and Restoration Rates: CLEC will be charged the applicable nonrecurring Quote Preparation Fee (QPF) or Engineering and Design Fee to perform the engineering and planning work to process the DC Power Reduction or DC Power Restoration request per Collocation space. Nonrecurring charges associated with the work required to reduce the fuse or breaker size, rewiring the power lead at the power source or relocation of the power feed will be on an ICB basis. When power is restored, nonrecurring charges will be assessed on an ICB basis for the work required to restore the power utilizing standard power rate elements for power usage, labor and cabling charges. A recurring Power Maintenance Charge is associated with the option to hold the power infrastructure for a secondary feed for potential future use by CLEC. The recurring charge will terminate on the date a restoration job completes for the power feed or CLEC returns the fuse position to Qwest.

8.3.1.20 Collocation Available Inventory Charges. For standard Qwest Postings of Collocation Available Inventory, CLEC will be charged the standard Collocation rates, including the applicable QPF or Engineering and Planning Fee. CLEC will also be charged for removal of terminations. For Special Sites, assuming CLEC will be charged a Special Site Assessment Fee instead of the standard QPF, unless CLEC requests an augment to the existing site in its initial Collocation Application, then the standard approved QPF will be charged as defined in Exhibit A. CLEC ordering a Special Site, in addition to the standard Collocation rates, will also be charged a nonrecurring Network

Systems Administration Fee for the systems and record updates required to transfer the Collocation Site to assuming CLEC and, if a site survey is requested by CLEC, a Site Survey Fee. Any CLEC equipment left in the site will be transferred to assuming CLEC at no charge. Recurring charges for all products and services will be charged at rates listed in assuming CLEC Interconnection Agreement without a discount.

8.3.1.21 Collocation Joint Inventory Visit Charges. The pricing for Joint Inventory Visit is a state specific, nonrecurring charge identified in Exhibit A.

8.3.2 Rate Elements - Virtual Collocation

The following rate elements, as specified in Exhibit A, apply uniquely to Virtual Collocation.

8.3.2.1 Maintenance Labor. Provides for the labor necessary for repair of out of service and/or service-affecting conditions and preventative maintenance of CLEC virtually collocated equipment. CLEC is responsible for ordering maintenance spares. Qwest will perform maintenance and/or repair work upon receipt of the replacement maintenance spare and/or equipment from CLEC. A call-out of a maintenance technician after business hours is subject to a minimum charge of three (3) hours.

8.3.2.2 Training Labor. Provides for the training of Qwest personnel on a metropolitan service area basis provided by the vendor of CLEC's virtually collocated equipment when that equipment is different from Qwest-provided equipment. Qwest will require three (3) Qwest employees to be trained per metropolitan service area in which CLEC's virtually collocated equipment is located. If, by an act of Qwest, trained employees are relocated, retired, or are no longer available, Qwest will not require CLEC to provide training for additional Qwest employees for the same virtually collocated equipment in the same metropolitan area. Where more than one (1) CLEC in the same metropolitan area selects the same virtually collocated equipment, the training costs shall be prorated to each according to the number of CLECs so selecting.

8.3.2.3 Equipment Bay. Provides mounting space for CLEC virtually collocated equipment. Each bay includes the seven (7) foot bay, its installation, and all necessary environmental supports. Mounting space on the bay, including space for the fuse panel and air gaps necessary for heat dissipation, is limited to 78 inches. The monthly rate is applied per shelf. CLEC may request use of alternate bay heights of 9 foot and 11 foot 6 inches, which will be considered on an Individual Case Basis. No Equipment Bay Charge is assessed if CLEC provides its own equipment bay.

8.3.2.4 Engineering Labor. Provides the planning and engineering of CLEC virtually collocated equipment at the time of installation, change or removal.

8.3.2.5 Installation Labor. Provides for the installation, change or removal of CLEC virtually collocated equipment.

8.3.2.6 Floor Space Lease. Required for Virtual Collocation only in the instance where CLEC provides its own equipment bay. This rate element provides the monthly lease for the space occupied by CLEC-provided equipment bay, including property taxes and base operating cost without -48 volt DC power. Includes convenience 110 AC, 15 amp electrical outlets provided in accordance with local codes and may not be used to

power transmission equipment or -48 volt DC power generating equipment. Also includes maintenance for the leased space; provides for the preventative maintenance (climate controls, filters, fire and life systems and alarms, mechanical systems, standard HVAC); biweekly housekeeping services (sweeping, spot cleaning, trash removal) of Qwest Premises areas surrounding CLEC-provided equipment bay and general repair and maintenance. The Floor Space Lease includes required aisle space on each side of CLEC-provided equipment bay.

8.3.3 Rate Elements - Physical Collocation

8.3.3.1 Space Construction and Site Preparation. Includes the material and labor to construct and prepare the space, including all support structure, cable racking and lighting required to set up the space. It also includes air conditioning (to support CLEC loads specified), lighting (not to exceed 2 watts per square foot), and convenience outlets (3 per Caged or Cageless Collocation or number required by building code) and the cost associated with space engineering. If a new line-up is established for Cageless Collocation, an AC power outlet will be provided at every other bay in the line-up. Cageless bays placed in existing line-ups will use the existing outlets. For Caged Collocation, it includes a nine (9) foot high cage enclosure. CLEC may choose from Qwest approved contractors or may use another vendor of CLEC's own choosing, subject to Qwest's approval, which may not be unreasonably withheld, to construct the space, including the cage in the case of Caged Collocation, in accordance with NEBS Level 1 safety requirements. Pricing for the Space Construction and Site Preparation is described in Exhibit A. In the case of Shared Collocation, Qwest may not increase the cost of site preparation or nonrecurring charges above the TELRIC cost for Provisioning such a cage of similar dimensions and material to a single collocating party, and Qwest must prorate the charge for site conditioning and preparation by determining the total charge for site preparation and allocating that charge to CLEC based on the percentage of the total space used by CLEC. Qwest must in all cases of Shared space Collocation allocate space preparation, conditioning, security measures and other Collocation charges on a pro-rated basis to ensure that the charges paid by CLEC as a percentage of the total overall space preparation and conditioning expenses do not exceed the percentage of the total Collocation space used by CLEC.

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

8.3.3.3 Intentionally Left Blank.

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

8.3.4 Rate Elements - ICDF Collocation

8.3.4.1 Rate elements for ICDF Collocation include: Security; QPF or Planning and Engineering; DS0 circuit legs; DS1 circuit legs; DS3 circuit legs; and fiber circuit legs. Charges associated with these rate elements are specified in Exhibit A of this Agreement. These rate elements and their associated charges are used to develop a price quotation for ICDF Collocation based on CLEC's ICDF Collocation Application.

8.3.5 Rate Elements – Adjacent Collocation

8.3.5.1 The charges for Adjacent Collocation will be developed on an Individual Case Basis, except where the Commission finds that standard pricing elements can be reasonably identified and their costs determined, depending on the specific needs of CLEC and the unique nature of the available adjacent space (e.g., existing structure or new structure to be constructed).

8.3.6 Rate Elements – Remote Collocation and Adjacent Remote Collocation

8.3.6.1 The charges for Remote Collocation will be developed on an Individual Case Basis except where the Commission finds that standard pricing elements can be reasonably identified and their costs determined.

8.3.7 Rate Elements – CLEC-to-CLEC Connections

8.3.7.1 The charges for CLEC-to-CLEC Connections are addressed in Section 8.3.1.16.

8.3.8 Rate Elements – Facility Connected (FC) Collocation

8.3.8.1 Rate elements for Facility Connected (FC) Collocation include: QPF or Planning and Engineering; copper entrance facility; fiber entrance facility; termination block with gas protectors; termination panel; and DS1 voltage isolation. Charges associated with these rate elements are specified in Exhibit A of this Agreement. These rate elements and their associated charges are used to develop a price quotation for FC Collocation based on CLEC's FC Collocation Application and the type of Entrance Facility requested.

8.3.9 Rate Elements – Splitter Collocation

8.3.9.1 Tie Cable Reclassification Charge – A nonrecurring charge will apply, based on time and materials for reclassification of existing tie cable capacity, by among other things, reclassification of existing tie cables, frame re-stenciling, and any other work performed between CLEC's Collocation and the Interconnection Distribution Frame (ICDF) required to provision UNEs and other services.

8.3.9.2 Trouble Isolation Charge – A nonrecurring charge for trouble isolation will be applied in accordance with Section 12.3.4.

8.3.9.3 Additional Testing – CLEC 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.

8.3.9.4 Splitter Shelf Charge – This charge recovers installation and ongoing maintenance associated with Splitter installation, bay installation, lighting costs, aerial support structures and grounding charge for Splitters either in a bay, on the ICDF, or on the MDF/COSMIC™. These are both recurring and nonrecurring charges.

8.3.9.5 Splitter Charge – A nonrecurring charge will apply for the cost of each Splitter purchased by Qwest on behalf of CLEC. This charge will cover the cost of the Splitter, plus any associated costs incurred by Qwest to order the Splitter.

8.3.9.6 Engineering – A nonrecurring charge will apply for the planning and engineering associated with placing Splitters in the Central Office, either in a bay, on the ICDF, or on the MDF/COSMIC™.

8.3.9.7 Splitter Tie Cable Connections Charge – A nonrecurring charge will apply for the cost of each tie cable connected to the Splitters in three (3) different configurations: common area; Collocation space; and Main Distribution Frame. This charge will cover both the tie cables and associated blocks per one hundred (100) pair between the Splitter and the ICDF or Splitter bay.

8.3.9.8 The rates for each of the aforementioned split services rate elements are set forth in Exhibit A to this Agreement.

8.4 Ordering

8.4.1 Ordering - All Collocation

8.4.1.1 CLEC must complete the requirements in the Implementation Schedule Section of this Agreement before submitting a Collocation Application Form to Qwest.

8.4.1.1.1 Nothing in this Agreement shall be construed to preclude CLEC from submitting an order for Collocation prior to CLEC's execution of this Agreement. If, however, the Collocation interval is completed before this Agreement or another interconnection agreement becomes effective, the rates, terms, and conditions of this Agreement shall apply to such Collocation.

8.4.1.2 Any material changes, modifications or additional engineering (Material Changes) requested by CLEC, subsequent to its original Collocation order, as to the type and quantity of equipment or other aspects of the original Collocation order, must be submitted with a revised Collocation Application. For purposes of this section, Material Changes are changes that would significantly impair Qwest's ability to provision the requested Collocation within the applicable intervals if the changes are provisioned with the original Collocation order and would require Qwest to incur financial penalties under the terms of this Agreement or other Applicable Law. Qwest shall determine the additional time required to comply with CLEC's request for Material Changes (Additional Time), and CLEC shall have the option of (a) having the request for Material Changes implemented with the original Collocation order (within the original Provisioning intervals) as extended by the Additional Time; or (b) having Qwest process and provision the request as a subsequent construction activity or augmentation to the original Collocation order. Any nonmaterial changes, modifications, or additional engineering requested by CLEC, subsequent to its original Collocation order, may be submitted with a revised Collocation Application or otherwise communicated to Qwest and shall be implemented

with the original Collocation order within the original applicable intervals.

8.4.1.3 There are three (3) primary steps in the ordering of Collocation – 1) Forecasting, 2) Application, and 3) Acceptance of Quote.

8.4.1.4 CLEC shall submit an annual forecast, updated at the end of each quarter, of its future Collocation requirements. The quarterly forecast shall be reviewed by CLEC and the Qwest account team. CLEC's forecast shall be considered accurate for purposes of Collocation intervals if the subsequent Collocation Application correctly identifies a) and e) below, and b) and c) below are within twenty percent (20%) of the forecast. If at the time the Collocation Application is made the forecasted type of Collocation is not available, CLEC may specify a different type of Collocation without affecting the Collocation intervals. The forecast shall include, for each Qwest Premises, the following:

- a) Identification of the Qwest Premises;
- b) Floor space requirements, including the number of bays for a Cageless Collocation arrangement;
- c) Power requirements;
- d) Heat Dissipation (optional);
- e) Type of Collocation (e.g., Caged Physical, Cageless Physical, Shared, ICDF, Virtual, etc.);
- f) Intentionally Left Blank;
- g) Entrance Facility Type (e.g., Express Fiber, Private Line);
- h) Type and Quantity of Terminations (optional); and
- i) Month or Quarter, during or after which CLEC expects to submit its Collocation Application.

8.4.1.4.1 The following terms shall apply to the forecasting process:

- a) CLEC forecasts shall be provided as detailed in Section 8.4.1.4;
- b) CLEC forecasts shall be Confidential Information and Qwest may not distribute, disclose or reveal, in any form, CLEC forecasts other than as allowed and described in subsections 5.16.9.1 and 5.16.9.2.

8.4.1.5 CLEC shall submit a Collocation Application to order Collocation at a particular Qwest Premises. A Collocation Application shall be considered complete, if it contains:

- a) Identification of the Qwest Premises;
- b) Floor space requirements, including the number of bays for a Cageless

Collocation arrangement;

- c) Power requirements;
- d) Heat dissipation;
- e) Type of Collocation (e.g., Caged Physical, Cageless Physical, Shared, Virtual, etc.);
- f) Collocated equipment and technical equipment specifications (manufacturer make, model no., functionality i.e., cross connect, DLC, DSLAM, transmission, Switch, etc., physical dimensions, quantity). (NOTE: Packet or circuit switching equipment requires, in writing and attached to the Collocation Application, how this equipment is necessary for access to UNEs or Interconnection. A high level equipment interface or connectivity schematic for the equipment should also be included.);
- g) Entrance Facility type;
- h) Type and quantity of terminations;
- i) If desired, an alternate form of Collocation if the first choice is not available; and
- j) Billing contact.

8.4.1.5.1 Parties will work cooperatively to ensure the accuracy of the Collocation Application. If Qwest determines that the Collocation Application is not complete, Qwest shall notify CLEC of any deficiencies within ten (10) calendar Days after receipt of the Collocation Application. Qwest shall provide sufficient detail so that CLEC has a reasonable opportunity to cure each deficiency. To retain its place in the Collocation queue for the requested Premises, CLEC must cure any deficiencies in its Collocation Application and resubmit the Collocation Application within ten (10) calendar Days after being advised of the deficiencies.

8.4.1.6 Acceptance – After receipt of a Collocation Quote Form from Qwest, CLEC shall formally accept the quote in order for Qwest to continue the processing of the Collocation Application. A Collocation Acceptance shall be considered complete, if it contains:

- a) Signed Notification of Acceptance; and
- b) Payment of fifty percent (50%) of quoted charges.

8.4.1.7 Collocation Space Reservation – allows CLEC to reserve space and identify, to the extent available, infrastructure incidental to that space such as power and HVAC, in a Qwest Premises for up to one (1) year for transmission equipment (ATM and DSLAM), three (3) years for circuit switching equipment, and five (5) years for power equipment. CLEC may reserve space in a particular Qwest Premises through the Collocation Space Reservation Application Form. Requests for contiguous space will be

honored, if available.

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

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

8.4.1.7.2.1 Collocation Space Reservation Acceptance. CLEC must electronically submit Acceptance or non-Acceptance of the quote within seven (7) calendar Days of receipt of the quotation. If CLEC submits the Acceptance between eight (8) and thirty (30) calendar Days of receipt of the quotation, Qwest will honor the reservation upon receipt of the payment only if Qwest does not receive a competing request for the same space from another CLEC. Qwest will not honor reservations if CLEC submits the Acceptance more than thirty (30) calendar Days after receipt of the quotation.

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

8.4.1.7.4 CLEC may cancel the reservation at any time during the applicable reservation period. Upon notification of the cancellation, Qwest will refund a prorated portion of the twenty-five percent (25%) payment as follows:

- a) Cancellation notification within ninety (90) calendar Days from receipt of wire transfer, seventy-five percent (75%) of the initial down payment will be returned to CLEC.
- b) Cancellation notification within ninety-one (91) and one hundred and eighty (180) calendar Days from receipt of wire transfer, fifty percent (50%) of the initial down payment will be returned to CLEC.
- c) Cancellation notification within one hundred and eighty-one (181) and two hundred and seventy (270) calendar Days from receipt of wire transfer, twenty-five percent (25%) of the initial down payment will be returned to CLEC.
- d) Cancellation notification after two hundred and seventy (270) calendar Days from receipt of wire transfer, zero percent (0%) of the initial down payment will be returned to CLEC.

8.4.1.8 Collocation Space Option

8.4.1.8.1 CLEC, Qwest and Qwest Affiliates may option space in Qwest Wire Center Premises in accordance with the terms of this Section 8.4.1.8 for the following equipment and time periods:

- a) Transmission equipment – one (1) year
- b) Circuit switching equipment – three (3) years
- c) Power plants – five (5) years

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

- a) The Party requesting the option may specify the amount of space to be optioned but not a specific location within the Wire Center. CLEC may also request space be contiguous to its existing Collocation space.
- b) A requesting CLEC may option one (1) Collocation space per Wire Center.
- c) The maximum amount of space per Wire Center to be Optioned is:
 - 200 square feet for Caged Collocation
 - 4 bays for Cageless and Virtual Collocation

8.4.1.8.3 The Collocation Space Option Application form will be processed upon receipt of a properly completed request. Such form shall be considered properly completed if it contains identifying information of CLEC, the applicable Qwest Premises, the amount of Collocation space sought, the type of Collocation (Caged, Cageless, Virtual) and the type of equipment (from the categories identified in Section 8.4.1.8.1) for which the option is being sought. CLEC must have met all past and present undisputed financial obligations to Qwest. Upon receipt of the Collocation Space Option Application form, Qwest will confirm in writing, within ten (10) calendar Days, the availability of, and price quote (the "Option Fee") for the Optioned space. If space is not available, Qwest will deny the request.

8.4.1.8.4 CLEC must submit Acceptance with full payment of the nonrecurring portion of the Option Fee, or acknowledge non-Acceptance of the quoted Option Fee, within seven (7) calendar Days of receipt of the quotation. When Qwest takes an option on space for itself, Qwest shall impute an amount equal to the Option Fee to the appropriate operations for which the optioned space applies. The option quote expires seven (7) calendar Days after delivery to CLEC.

8.4.1.8.5 Upon receipt of Acceptance and full payment of the nonrecurring portion of the Option Fee, Qwest will option the space on behalf of CLEC including the contiguous space requests if available (or itself if appropriate) and the option time frame will begin. The prioritization of optioning will be based upon the date and time of the Acceptance. The earlier in time an Acceptance is received by Qwest, the higher in priority is such option. The option is limited to space only and does not include other elements required to provision the Collocation.

8.4.1.8.6 In order for an option request to avoid expiration, CLEC must:

- a) Submit a Collocation Application during the option time frame;
or
- b) The option may be renewed if a Collocation Space Option Application is received at least ten (10) calendar Days prior to the expiration of the term of the existing option. The priority of a renewed option is determined by the date CLEC accepts the quote from Qwest on CLEC's renewal application.

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

8.4.1.8.7.1 All Qwest out of space reporting requirements apply to the Collocation Application (Sections 8.2.1.11 and 8.2.1.12). In addition, Qwest will provide CLEC A with option space information (e.g., Caged and Cageless optioned space) that may fulfill the requirements of CLEC A's Collocation Application. At CLEC A's request, Qwest will initiate the option enforcement notice process by notifying the option party or parties with the most recent space option(s) that meets the requirements of CLEC A's Collocation Application.

8.4.1.8.7.2 The option enforcement notice serves as notification to the option party that Qwest is in possession of a valid Collocation Application, and calls for the option party to exercise its Right of First Refusal, or relinquish its space option. The option party may exercise its Right of First Refusal by submitting either a Collocation Application as set forth in Section 8.4.1.5, or by submitting the Collocation Space Reservation Application set forth in Section 8.4.1.7, within ten (10) calendar Days of receipt of the option enforcement notice. This process continues for all optioned space until all optioned space is exercised or optioned space is relinquished (affirmatively by CLEC or upon expiration of the notice period, whichever is earlier) to fulfill the Collocation Application. Once optioned space has been relinquished for use to fulfill the Collocation Application, the standard ordering terms and conditions for Collocation shall apply.

8.4.1.8.7.3 Where contiguous space has been optioned, Qwest will make its best effort to notify CLEC if Qwest, its Affiliates or other

CLECs require the use of CLEC's contiguous space. Upon notification, CLEC will have seventy-two (72) hours to indicate its intent to submit a Collocation Application or Collocation Reservation. CLEC may choose to terminate the contiguous space option or continue without the contiguous provision.

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

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

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

8.4.1.8.8 In the event that the option party proceeds with a Collocation Application for optioned space, all payments made pursuant to Section 8.4.1.8.7.4(b) above shall be applied to such Collocation Application.

8.4.1.9 The intervals for Virtual Collocation (Section 8.4.2), Physical Collocation (Section 8.4.3), and ICDF Collocation (Section 8.4.4) apply to a maximum of five (5) Collocation Applications per CLEC per week per state. If six (6) or more Collocation Applications are submitted by CLEC in a one (1) week period in the state, intervals shall be individually negotiated. Qwest shall, however, accept more than five (5) Collocation Applications from CLEC per week per state, depending on the volume of Collocation Applications pending from other CLECs.

8.4.2 Ordering - Virtual Collocation

8.4.2.1 Application -- Upon receipt of a complete Collocation Application as described in Section 8.4.1.5, Qwest will perform a feasibility study to determine if adequate space, power and HVAC can be found for the placement of CLEC's equipment within the Premises. The feasibility study will be provided within ten (10) calendar Days of receipt of a complete Collocation Application. As part of the feasibility study, Qwest will also notify CLEC of any known circumstance that may delay delivery of the ordered Collocation space and related facilities.

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

8.4.2.2 Quotation -- If Collocation Entrance Facilities and space are available, Qwest will develop a price quotation within twenty-five (25) calendar Days of completion

of the feasibility study. Subsequent requests to augment an existing Collocation also require receipt of a Collocation Application. Adding plug-ins, e.g., DS1 or DS3 cards to existing virtually collocated equipment, will be processed and provisioned within ten (10) business days. Virtual Collocation price quotes will be honored for thirty (30) calendar Days from the date the quote is provided. During this period the Collocation Entrance Facility and space are reserved pending CLEC's Acceptance of the quoted charges.

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

8.4.2.4 Interval - The interval for Virtual Collocation shall vary depending upon four (4) factors: 1) whether the request was forecasted in accordance with Section 8.4.1.4 or the space was reserved, in accordance with Section 8.4.1.7; 2) whether CLEC provides its Acceptance within seven (7) calendar Days receipt of the quotation; 3) whether CLEC delivers its collocated equipment to Qwest in a timely manner, which shall mean within fifty-three (53) calendar Days of the receipt of the complete Collocation Application; and 4) whether the Collocation Application requires major infrastructure additions or modifications. The installation of line cards and other minor modifications shall be performed by Qwest on shorter intervals and in no instance shall any such interval exceed thirty (30) calendar Days. When Qwest is permitted to complete a Collocation installation in an interval that is longer than the standard intervals set forth below, Qwest shall use its best efforts to minimize the extension of the intervals beyond such standard intervals.

8.4.2.4.1 Forecasted Applications with Timely Acceptance – If a Collocation Application is included in CLEC's forecast at least sixty (60) calendar Days prior to submission of the Collocation Application, and if CLEC provides a complete Acceptance within seven (7) calendar Days of receipt of the Qwest Collocation quotation, and if all of CLEC's equipment is available at the Qwest Premises no later than fifty-three (53) calendar Days after receipt of the complete Collocation Application, Qwest shall complete its installation of the Collocation arrangement within ninety (90) calendar Days of the receipt of the complete Collocation Application. If CLEC's equipment is not delivered to Qwest within fifty-three (53) calendar Days after receipt of the complete Collocation Application, Qwest shall complete the Collocation installation within forty-five (45) calendar Days of the receipt of all of CLEC's equipment.

8.4.2.4.2 Forecasted Applications with Late Acceptance – If a Premises is included in CLEC's forecast at least sixty (60) calendar Days prior to submission of the Collocation Application, and if CLEC provides a complete Acceptance more than seven (7) calendar Days but less than thirty (30) calendar Days after receipt of the Qwest Collocation quotation, and if all of CLEC's equipment is available at the Qwest Premises no later than fifty-three (53) calendar Days after receipt of the complete Collocation Acceptance, Qwest shall complete its installation of the Collocation arrangement within ninety (90) calendar Days of the receipt of the complete Collocation Acceptance. If CLEC's equipment is not delivered to Qwest within fifty-three (53) calendar Days after receipt of the complete Collocation Acceptance, Qwest shall complete the Collocation installation within forty-five (45) calendar Days of the receipt of all of CLEC's equipment. If CLEC submits its Acceptance more than thirty (30) calendar Days after receipt of the Qwest quotation, the Collocation Application shall be

resubmitted by CLEC.

8.4.2.4.3 Unforecasted Applications with Timely Acceptance – If a Premises is not included in CLEC's forecast at least sixty (60) calendar Days prior to submission of the Collocation Application, and if CLEC provides a complete Acceptance within seven (7) calendar Days of receipt of the Qwest Collocation quotation, and if all of CLEC's equipment is available at the Qwest Premises no later than fifty-three (53) calendar Days after receipt of the complete Collocation Application, Qwest shall complete its installation of the Collocation arrangement within one hundred and twenty (120) calendar Days of the receipt of the complete Collocation Application. If CLEC's equipment is not delivered to Qwest within fifty-three (53) calendar Days after receipt of the complete Collocation Application, Qwest shall complete the Collocation installation within seventy-five (75) calendar Days of the receipt of all of CLEC's equipment.

8.4.2.4.4 Unforecasted Applications with Late Acceptance – If a Premises is not included in CLEC's forecast at least sixty (60) calendar Days prior to submission of the Collocation Application, and if CLEC provides a complete Acceptance more than seven (7) calendar Days but less than thirty (30) calendar Days after receipt of the Qwest Collocation quotation, and if all of CLEC's equipment is available at the Qwest Premises no later than fifty-three (53) calendar Days after receipt of the complete Collocation Acceptance, Qwest shall complete its installation of the Collocation arrangement within one hundred and twenty (120) calendar Days of the receipt of the complete Collocation Acceptance. If CLEC's equipment is not delivered to Qwest within fifty-three (53) calendar Days after receipt of the complete Collocation Acceptance, Qwest shall complete the Collocation installation within seventy-five (75) calendar Days of the receipt of all of CLEC's equipment.

8.4.2.4.5 Intervals for Major Infrastructure Modifications Where No Forecast is Provided – An unforecasted Collocation Application may require Qwest to complete major infrastructure modifications to accommodate CLEC's specific requirements. Major infrastructure modifications that may be required include conditioning space, permits, DC power plant, standby generators, heating, venting or air conditioning equipment. The installation intervals in Sections 8.4.2.4.3 through 8.4.2.4.4 may be extended, if required, to accommodate major infrastructure modifications. When major infrastructure modifications as described above are required, and if all of CLEC's equipment is available at the Qwest Premises no later than fifty-three (53) calendar Days after receipt of the complete Collocation Application, Qwest shall propose to complete its installation of the Collocation arrangement within an interval of no more than one hundred and fifty (150) calendar Days after receipt of the complete Collocation Application. The need for, and the duration of, an extended interval shall be provided to CLEC as a part of the quotation. CLEC may dispute the need for, and the duration of, an extended interval, in which case Qwest must request a waiver from the Commission to obtain an extended interval.

8.4.2.4.6 Major Infrastructure Modifications where CLEC Forecasts its Collocation or Reserves Space. – If CLEC's forecast or reservation triggers the need for an infrastructure modification, Qwest shall take the steps necessary to ensure that it will meet the intervals set forth in Sections 8.4.2.4.1 and 8.4.2.4.2

when CLEC submits a Collocation Application. If not withstanding these efforts, Qwest is unable to meet the interval and cannot reach agreement with CLEC for an extended interval, Qwest may seek a waiver from the Commission to obtain an extended interval.

8.4.3 Ordering - Caged and Cageless Physical Collocation

8.4.3.1 Application -- Upon receipt of a complete Collocation Application as described in Section 8.4.1.5 Qwest will perform a feasibility study to determine if adequate space, power, and HVAC can be found for the placement and operation of CLEC's equipment within the Premises. The feasibility study will be provided within ten (10) calendar Days from date of receipt of a complete Collocation Application. As part of the feasibility study, Qwest will also notify CLEC of any known circumstance that may delay delivery of the ordered Collocation space and related facilities.

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

8.4.3.2 Quotation -- If Collocation Entrance Facilities and space are available, Qwest will develop a quote for the supporting structure. Qwest will complete the quotation no later than twenty-five (25) calendar Days of providing the feasibility study. Physical Collocation price quotes will be honored for thirty (30) calendar Days from the date the quote is provided. During this period, the Collocation Entrance Facility and space is reserved pending CLEC's Acceptance of the quoted charges.

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

8.4.3.4 Interval -- The interval for Physical Collocation shall vary depending upon two (2) factors: -- 1) whether CLEC provides its Acceptance within seven (7) calendar Days of receipt of the quotation; and, 2) whether the Collocation Application requires major infrastructure additions or modifications. When Qwest is permitted to complete a Collocation installation in an interval that is longer than the standard intervals set forth below, Qwest shall use its best efforts to minimize the extension of the intervals beyond such standard intervals.

8.4.3.4.1 Applications with Timely Acceptance -- If CLEC provides a complete Acceptance within seven (7) calendar Days of receipt of the Qwest Collocation quotation, Qwest shall complete its installation of the Collocation arrangement within ninety (90) calendar Days of the receipt of the complete Collocation Application.

8.4.3.4.2 Applications with Late Acceptance -- If CLEC provides a complete Acceptance more than seven (7) calendar Days but less than thirty (30) calendar Days after receipt of the Qwest Collocation quotation, Qwest shall complete its installation of the Collocation arrangement within ninety (90) calendar Days of the

receipt of the complete Collocation Acceptance. If CLEC submits its Acceptance more than thirty (30) calendar Days after receipt of the Qwest quotation, a new Collocation Application shall be resubmitted by CLEC.

8.4.3.4.3 Intentionally Left Blank.

8.4.3.4.4 Intentionally Left Blank.

8.4.3.4.5 Intervals for Major Infrastructure Modifications – An Unforecasted Collocation Application may require Qwest to complete major infrastructure modifications to accommodate CLEC's specific requirements. Major infrastructure modifications that may be required include conditioning space, permits, DC power plant, standby generators, heating, venting or air conditioning equipment. The installation intervals in Sections 8.4.3.4.1 through 8.4.3.4.2 may be extended, if required, to accommodate major infrastructure modifications. When major infrastructure modifications as described above are required, Qwest shall propose to complete its installation of the Collocation arrangement within an interval of no more than one hundred and fifty (150) calendar Days after receipt of the complete Collocation Application. The need for, and the duration of, an extended interval shall be provided to CLEC as a part of the quotation. CLEC may dispute the need for, and the duration of, an extended interval, in which case Qwest must request a waiver from the Commission to obtain an extended interval.

8.4.3.4.6 Intentionally Left Blank.

8.4.4 Ordering - Interconnection Distribution Frame (ICDF) Collocation

8.4.4.1 Application -- Upon receipt of a complete Collocation Application as described in Section 8.4.1.5, Qwest will perform a feasibility study to determine if adequate space can be found for the placement and operation of CLEC's terminations within the Wire Center. The feasibility study will be provided within ten (10) calendar Days from date of receipt of a complete Collocation Application. As part of the feasibility study, Qwest will also notify CLEC of any known circumstance that may delay delivery of the ordered Collocation space and related facilities. CLEC may submit an ICDF forecast in accordance with Section 8.4.1.4. The forecast shall include demand by DS0, DS1 and DS3 capacities that will be terminated on the Interconnection Distribution Frame by Qwest on behalf of CLEC. Such forecasts shall be used by Qwest to determine the sizing of required tie cables and the terminations on each Interconnection Distribution Frame as well as the various other frames within the Qwest Wire Center.

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

8.4.4.2 Quotation -- If space is available, Qwest will develop a quote for the

supporting structure. Qwest will complete the quotation no later than twenty-five (25) calendar Days of providing the feasibility study. ICDF Collocation price quotes will be honored for thirty (30) calendar Days from the date the quote is provided. During this period, the space is reserved pending CLEC's Acceptance of the quoted charges.

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

8.4.4.4 Interval -- The interval for ICDF Collocation shall vary depending upon two (2) factors -- 1) whether the request was forecasted in accordance with 8.4.1.4 or the space was reserved, in accordance with Section 8.4.1.7 and 2) whether CLEC provides its Acceptance within seven (7) calendar Days of the quotation. When Qwest is permitted to complete a Collocation installation in an interval that is longer than the standard intervals set forth below, Qwest shall use its best efforts to minimize the extension of the intervals beyond such standard intervals.

8.4.4.4.1 Forecasted Applications with Timely Acceptance -- If a Premises is included in CLEC's forecast at least sixty (60) calendar Days prior to submission of the Collocation Application, and if CLEC provides a complete Acceptance within seven (7) calendar Days of receipt of the Qwest Collocation quotation, Qwest shall complete its installation of the Collocation arrangement within forty-five (45) calendar Days of the receipt of the complete Collocation Application.

8.4.4.4.2 Forecasted Applications with Late Acceptance -- If a Premises is included in CLEC's forecast at least sixty (60) calendar Days prior to submission of the Collocation Application, and if CLEC provides a complete Acceptance more than seven (7) calendar Days but less than thirty (30) calendar Days after receipt of the Qwest Collocation quotation, Qwest shall complete its installation of the Collocation arrangement within forty-five (45) calendar Days of the receipt of the complete Collocation Acceptance. If CLEC submits its Acceptance more than thirty (30) days after receipt of the Qwest quotation, the Collocation Application shall be resubmitted by CLEC.

8.4.4.4.3 Unforecasted Applications with Timely Acceptance -- If a Premises is not included in CLEC's forecast at least sixty (60) calendar Days prior to submission of the Collocation Application, and if CLEC provides a complete Acceptance within seven (7) calendar Days after receipt of the Qwest Collocation quotation, Qwest shall complete its installation of the Collocation arrangement within ninety (90) calendar Days of the receipt of the complete Collocation Application. This interval may be lengthened if space must be reclaimed or reconditioned. The need for an extended interval shall be provided to CLEC as a part of the quotation. CLEC may dispute the need for an extended interval, in which case Qwest must request a waiver from the Commission.

8.4.4.4.4 Unforecasted Applications with Late Acceptance -- If a Premises is not included in CLEC's forecast at least sixty (60) calendar Days prior to submission of the Collocation Application and if CLEC provides a complete Acceptance more than seven (7) calendar Days but less than thirty (30) calendar Days after receipt of the Qwest Collocation quotation, Qwest shall complete its

installation of the Collocation arrangement within ninety (90) calendar Days of the receipt of the complete Collocation Acceptance. This interval may be lengthened if space must be reclaimed or reconditioned. The need for an extended interval shall be provided to CLEC as a part of the quotation. CLEC may dispute the need for an extended interval, in which case Qwest must request a waiver from the Commission.

8.4.5 Ordering – Adjacent Collocation

8.4.5.1 If space for Physical Collocation in a particular Qwest Premises is not available at the time of CLEC's request, CLEC may request Qwest to conduct a feasibility study for Adjacent Collocation for that Premises site. Qwest recommends that Qwest and CLEC conduct a joint site visit of such Premises to determine if suitable arrangements can be provided on Qwest's property. Qwest will make available, within ten (10) business days, drawings of the Qwest physical structures above and below ground for the requested Adjacent Collocation site.

8.4.5.2 If a new structure is to be constructed, the interval shall be developed on an Individual Case Basis, to account for the granting of permits or Rights of Way (ROW), if required, the provision of Collocation services by Qwest, in accordance with CLEC's Collocation Application, and the construction by CLEC of the adjacent structure. If CLEC disputes the interval proposed by Qwest, Qwest must promptly petition the Commission for approval of such disputed interval.

8.4.5.3 If Adjacent Collocation is provided within an existing Qwest Premises, the ordering procedures and intervals for Physical Collocation shall apply.

8.4.6 Ordering – Remote Collocation and Adjacent Remote Collocation

8.4.6.1 The ordering procedures and intervals for Physical Collocation or Virtual Collocation shall apply to Remote Collocation, and to Adjacent Remote Collocation provided within an existing Qwest Premises, except Sections 8.4.3.4.3 and 8.4.3.4.4. Remote Collocation and Adjacent Remote Collocation are ordered using the Remote Collocation Application Form.

8.4.6.2 If space for Physical Collocation or Virtual Collocation in a particular Qwest Remote Premises is not available at the time of CLEC's request, CLEC may order Adjacent Remote Collocation using the ordering procedures described above for Adjacent Collocation in Sections 8.4.5.1 and 8.4.5.2.

8.4.7 Ordering – CLEC to CLEC Connections

8.4.7.1 Application -- Upon receipt of the applicable portions of a complete Collocation Application as described in Section 8.4.1.5 (Subsections a, e, h and j). Qwest will perform a feasibility study to determine if adequate cable racking can be found for the placement of CLEC's copper, coax, or fiber optic cable, or any other Technically Feasible method used to interconnect CLEC's collocated equipment that is in separate locations in the same Qwest Premises, or to another CLEC's equipment in the same Premises. The feasibility study will be provided within ten (10) calendar Days from date of receipt of a complete Collocation Application.

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

8.4.7.2 Quotation -- If existing cable racking is available, Qwest will provide CLEC with a quote and the specific cable rack route to CLEC with the feasibility study. If additional cable racking is required to accommodate CLEC's request, Qwest shall provide a feasibility and quote to CLEC no later than ten (10) calendar Days of receipt of Collocation Application. CLEC-to-CLEC Connection quotes will be honored for thirty (30) calendar Days from the date the quote is provided. During this period, the space is reserved pending CLEC's Acceptance of the quoted charges.

8.4.7.3 Acceptance -- There are two (2) forms of Acceptance for CLEC-to-CLEC Connections:

8.4.7.3.1 CLEC-to-CLEC connections with existing cable rack. -- CLEC must submit payment of one hundred percent (100%) of the quoted nonrecurring charges with its Acceptance. Upon receipt of a complete Collocation Acceptance, CLEC may begin placement of its copper, coax, or fiber cables along the Qwest designated cable rack route. Recurring charges will begin with CLEC Acceptance.

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

8.4.7.4 Interval -- Pursuant to Section 8.4.7.3.2, the construction interval for CLEC-to-CLEC Connections requiring the construction of new cable rack by Qwest shall be within sixty (60) calendar Days of the receipt of the complete Collocation Acceptance. If CLEC submits its Acceptance more than thirty (30) calendar Days after receipt of the Qwest quotation, the Collocation Application shall be resubmitted by CLEC.

8.4.8 Ordering -- Direct Connections

8.4.8.1 Application -- Where Direct Connection is requested in a Wire Center where CLEC already has established Collocation, upon receipt of the applicable portions of a complete Collocation Application as described in Section 8.4.1.5 (Subsections a, e, h and j), Qwest will perform a feasibility study to determine if adequate cable racking can be found for the placement of copper, coax, or fiber optic cable, or any other Technically Feasible method, used for Direct Connection (as described in Section 8.3.1.11.2). The feasibility study will be provided within ten (10) calendar Days from date of receipt of a complete Collocation Application.

8.4.8.1.1 If Qwest determines that the Collocation Application is not complete, Qwest shall notify CLEC of any deficiencies within ten (10) calendar Days of the Collocation Application. Qwest shall provide sufficient detail so that CLEC has a reasonable opportunity to cure each deficiency. To retain its place

in the Collocation queue for the requested Premises, CLEC must cure any deficiencies in its Collocation Application and resubmit the Collocation Application within ten (10) calendar Days after being advised of the deficiencies.

8.4.8.2 **Quotation** – If existing cable racking is available, Qwest will provide CLEC with a quote and the specific cable rack route with the feasibility study. If additional cable racking is required to accommodate CLEC's request, Qwest shall provide a quote to CLEC no later than ten (10) calendar Days after receipt of a complete Collocation Application. Direct Connection quotes will be honored for thirty (30) calendar Days from the date the quote is provided. During this period, the space is reserved pending CLEC's Acceptance of the quoted charges.

8.4.8.3 **Acceptance** – There are two (2) forms of Acceptance for Direct Connection:

8.4.8.3.1 **Direct Connection with existing cable rack.** – CLEC must submit payment of one hundred percent (100%) of the quoted nonrecurring charges with its acceptance notification.

8.4.8.3.2 **Direct Connection using new cable rack.** – Upon receipt of a complete Acceptance from CLEC, as described in Section 8.4.1.6, Qwest will begin construction of the new cable rack.

8.4.8.4 **Interval** – The construction interval for Direct Connections shall be dependent upon whether the Direct Connection is to the COSMIC™ frame requiring a MELD™ and or if new cable racking is required.

8.4.8.4.1 If CLEC provides a complete Acceptance within thirty (30) calendar Days of receipt of the Qwest Collocation quotation, Qwest shall complete its installation of the Direct Connection above the DS0 level where no new cable racking is required within thirty (30) calendar Days of the receipt of the complete Collocation Acceptance. If Direct Connection is required at the DS0 level, to the COSMIC™, or if new cable racking needs to be installed, Qwest will provision the direct trunking within sixty (60) calendar Days of the receipt of the complete Collocation Acceptance.

8.4.9 Ordering – Facility Connected (FC) Collocation

8.4.9.1 **Application** – Upon receipt of a complete Collocation Application as described in Section 8.4.1.5, Qwest will perform a feasibility study. The feasibility study will be provided within ten (10) calendar Days of receipt of a complete Collocation Application. As part of the feasibility study, Qwest will also notify CLEC of any known circumstance that may delay delivery of the ordered Collocation space and related facilities.

8.4.9.1.1 If Qwest determines that the Collocation Application is not complete, Qwest shall notify CLEC of any deficiencies within ten (10) calendar Days of the Collocation Application. Qwest shall provide sufficient detail so that CLEC has a reasonable opportunity to cure each deficiency. To retain its place in the Collocation queue for the requested Premises, CLEC must cure any deficiencies in its Collocation Application and resubmit the Collocation

Application within ten (10) calendar Days after being advised of the deficiencies.

8.4.9.2 Quotation – If Collocation Entrance Facilities and space are available, Qwest will develop a price quotation within twenty-five (25) calendar Days of providing the feasibility study. Facility Connected Collocation price quotes will be honored for thirty (30) calendar Days from the date the quote is provided. During this period, the Collocation Entrance Facility and space are reserved pending CLEC's Acceptance of the quoted charges.

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

8.4.9.4 Interval – The interval for FC Collocation shall vary depending based on two (2) factors – 1) whether CLEC provides its Acceptance within seven (7) calendar Days of receipt of the quotation; and 2) whether CLEC delivers its Entrance Facility to Qwest's C-POI in a timely manner, which shall mean within fifty-three (53) calendar Days of the receipt of the complete Collocation Application. Qwest will provide FC Collocation ninety (90) calendar Days from receipt of a complete Collocation Application with timely Acceptance of the quote by CLEC. With late Acceptance of the quote by CLEC, Qwest will provide FC Collocation ninety (90) calendar Days from Acceptance. CLEC must have its Entrance Facility at the C-POI no later than fifty-three (53) calendar Days after Qwest receives the complete Collocation Application. If CLEC's Entrance Facility is not completed to the C-POI within fifty-three (53) calendar Days after receipt of the complete Collocation Application, Qwest shall complete the FC Collocation within forty-five (45) calendar Days of the completion and availability of CLEC's Entrance Facility at the C-POI.

8.5 Billing

8.5.1 Billing - All Collocation

8.5.1.1 Upon completion of the Collocation construction activities and payment of the remaining nonrecurring balance, Qwest will provide CLEC a completion package that will initiate the recurring Collocation charges. Once this completion package has been signed by CLEC and Qwest, and Qwest has received the final fifty percent (50%) balance, Qwest will activate CLEC transport services and/or UNEs or ancillary services coincident with completion of the Collocation.

8.5.1.2 In the event Qwest has completed all associated construction activities and CLEC has not completed its associated activities (e.g., delivering fiber to the C-POI, or providing the equipment cables for connecting to the Interconnection Distribution Frame), Qwest will bill an adjusted amount of the remaining nonrecurring balance, close the job, and begin Billing the monthly recurring rent charge. In those instances where the job is delayed due to CLEC not having its fiber to the POI, Qwest will request the balance due minus the dollar amount specific to this work activity, and begin Billing the monthly recurring rent charge. Once CLEC has completed fiber placement, CLEC can request Qwest to return and complete the splicing activity at the rate reflected in this Agreement. In the case of missing equipment cables, CLEC will be responsible for installing the cables if not delivered at job completion. The installation activity must be conducted by a Qwest approved vendor and follow the designated racking route. Final

test and turn-up will be performed under the Maintenance and Repair process contained herein.

8.5.2 Billing - Virtual Collocation

8.5.2.1 Virtual Collocation will be considered complete when the Premises is Ready for Service (RFS). Cooperative testing between CLEC and Qwest may be negotiated and performed to ensure continuity and acceptable transmission parameters in the facility and equipment.

8.5.3 Billing - Caged and Cageless Physical Collocation

8.5.3.1 Payment for the remaining nonrecurring charges shall be upon the RFS date. Upon completion of the construction activities and payment of the remaining nonrecurring charges, Qwest will schedule a walk through of the space with CLEC. During this joint walk through, Qwest will turn over access to the space and provide security access to the Premises. Upon completion of the acceptance walk through, CLEC will be provided the Caged or Cageless Physical Collocation completion package (i.e., all ordering information). The monthly Billing for leased space, DC power, Entrance Facility, and other associated monthly charges will commence with CLEC sign off on the completion of the physical space. CLEC may then proceed with the installation of its equipment in the Collocation space, unless early access has been arranged pursuant to Section 8.2.3.7. If Qwest, despite its best efforts, including notification through the contact number on the Collocation Application, is unable to schedule the walk through with CLEC within twenty-one (21) calendar Days of the RFS, Qwest shall activate the monthly recurring charges.

8.6 Maintenance and Repair

8.6.1 Virtual Collocation

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

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

8.6.1.3 Upon failure of CLEC's virtually collocated equipment, Qwest will promptly notify CLEC of such failure and the corrective action that is needed. Qwest will repair such equipment within the same time periods and with failure rates that are no greater than those that apply to the performance of similar functions for comparable equipment of Qwest. CLEC is responsible for transportation and delivery of maintenance spares to Qwest at the Premises housing the failed equipment. CLEC is responsible for purchasing and maintaining a supply of spares.

8.6.2 Physical Collocation

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

8.6.3 Interconnection Distribution Frame

8.6.3.1 CLEC is responsible for block and jumper inventory and maintenance at the Interconnection Distribution Frame and using industry accepted practices for its terminations. Additionally, CLEC is responsible for having jumper wire and tools for such operations. Qwest is responsible for the overall repair and maintenance of the frame; including horizontal and vertical mounting positions, cable raceways, rings, and troughs, and general housekeeping of the frame.

8.6.4 Adjacent Collocation and Adjacent Remote Collocation

8.6.4.1 CLEC is responsible for the maintenance and repair of its equipment located within CLEC's Adjacent Collocation and Adjacent Remote Collocation space.

8.6.5 Facility Connected (FC) Collocation

8.6.5.1 Qwest will be responsible for all Maintenance and Repair of FC Collocation facilities from the C-POI into and within the Wire Center, and for the associated Interconnection, ancillary services, and Finished Services terminated on the FC Collocation blocks or panels. CLEC does not have physical access to the Wire Center for FC Collocation.

8.6.6 Splitter Collocation

8.6.6.1 When Splitters are installed in Qwest Wire Centers via Common Area Splitter Collocation, CLEC will order and install additional Splitter cards as necessary to increase the capacity of the Splitters. CLEC will leave one (1) unused, spare Splitter card in every shelf to be used for Maintenance and Repair until such time as the card must be used to fill the shelf to capacity.

8.6.6.2 When Splitters are installed in Qwest Wire Centers via standard Collocation arrangements, CLEC may install test access equipment in its Collocation areas in those Wire Centers for the purpose of testing Shared Loops. This equipment must meet the requirements for Central Office equipment set by the FCC in its March 31, 1999 Order in CC Docket No. 98-147.