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January 8, 2010

Mr. Darrell Nitschke  
Executive Secretary  
North Dakota Public Service Commission  
600 East Boulevard Avenue, 12<sup>th</sup> Floor  
Bismarck, ND 58505-0480

Re: Wireline Interconnection Agreement between Qwest Corporation and  
Polar Telecom, Inc. for the State of North Dakota

Dear Mr. Nitschke:

Enclosed for filing for approval by the North Dakota Public Service Commission pursuant to 47 U.S.C. § 252 and N.D. Cent. Code § 49-21-01.7 is the Interconnection Agreement between Qwest Corporation and Polar Telecom, Inc. for the State of North Dakota.

Contact information for Polar Telecom, Inc. is as follows:

David Dunning  
Polar Telecom, Inc.  
110 Fourth Street East  
P.O. Box 270  
Park River, ND 58270  
(701) 284-4343  
[ddunning@polartel.com](mailto:ddunning@polartel.com)

Thank you for your help with this matter. Please contact me if you have any questions or concerns.

Very truly yours,

A handwritten signature in black ink, appearing to be "J. Topp", written over the typed name "Jason D. Topp".

Jason D. Topp

JDT/bardm  
Enclosure

cc: David Dunning (via e-mail)  
Gina Buchholtz (via e-mail)

**INTERCONNECTION AGREEMENT**  
**TERMS AND CONDITIONS FOR INTERCONNECTION,**  
**AND ANCILLARY SERVICES**

**BETWEEN**

**Qwest Corporation**

**and**

**Polar Telcom, Inc.**

**For the State of North Dakota**

**October 5, 2009**

**Agreement Number**  
**CDS-091117-0002**

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## Section 1.0 - GENERAL TERMS

1.1 This Agreement for Interconnection, Unbundled Network Elements, ancillary services, and resale of Telecommunications Services is between Polar Telcom, Inc. a North Dakota corporation with offices at 110 Fourth Street E, Park River, ND 58270 and Qwest Corporation (Qwest), a Colorado corporation with offices at 1801 California Street, Denver, Colorado 80202, pursuant to Section 252(f) of the Telecommunications Act of 1996, for purposes of fulfilling Qwest's obligations under Sections 222, 251(a), (b), and (c), 252, and other relevant provisions of the Act and the rules and regulations promulgated there under.

1.2 Intentionally Left Blank.

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

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1.8 With respect to the terms and provisions of this Agreement, Qwest has negotiated the Agreement in its entirety, and the inclusion of any particular provision, or rate, term and condition, is not evidence of the reasonableness thereof when considered apart from all other provisions of the Agreement.

## **Section 2.0 - INTERPRETATION AND CONSTRUCTION**

2.1 This Agreement includes this Agreement and all Exhibits appended hereto, each of which is hereby incorporated by reference in this Agreement and made a part hereof. All references to Sections and Exhibits shall be deemed to be references to Sections of, and Exhibits to, this Agreement unless the context shall otherwise require. The headings and numbering of Sections and Exhibits used in this Agreement are for convenience only and will not be construed to define or limit any of the terms in this Agreement or affect the meaning and interpretation of this Agreement. Unless the context shall otherwise require, any reference to any statute, regulation, rule, Tariff, technical reference, technical publication, or any publication of Telecommunications industry administrative or technical standards, shall be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successor) of that statute, regulation, rule, Tariff, technical reference, technical publication, or any publication of Telecommunications industry administrative or technical standards that is in effect. Provided however, that nothing in this Section 2.1 shall be deemed or considered to limit or amend the provisions of Section 2.2. In the event a change in a law, rule, regulation or interpretation thereof would materially change this Agreement, the terms of Section 2.2 shall prevail over the terms of this Section 2.1. In the case of any material change, any reference in this Agreement to such law, rule, regulation or interpretation thereof will be to such law, rule, regulation or interpretation thereof in effect immediately prior to such change until the processes set forth in Section 2.2 are implemented. The existing configuration of either Party's network may not be in compliance with the latest release of technical references, technical publications, or publications of Telecommunications industry administrative or technical standards.

2.2 The provisions in this Agreement are intended to be in compliance with and based on the existing state of the law, rules, regulations and interpretations thereof, including but not limited to state and federal rules, regulations, and laws as of March 11, 2005 (the Existing Rules). Nothing in this Agreement shall be deemed an admission by Qwest or CLEC concerning the interpretation or effect of the Existing Rules or an admission by Qwest or CLEC that the Existing Rules should not be changed, vacated, dismissed, stayed or modified. Nothing in this Agreement shall preclude or estop Qwest or CLEC from taking any position in any forum concerning the proper interpretation or effect of the Existing Rules or concerning whether the Existing Rules should be changed, vacated, dismissed, stayed or modified. To the extent that the Existing Rules are vacated, dismissed, stayed or materially changed or modified, then this Agreement shall be amended to reflect such legally binding modification or change of the Existing Rules. Where the Parties fail to agree upon such an amendment within sixty (60) Days after notification from a Party seeking amendment due to a modification or change of the Existing Rules or if any time during such sixty (60) Day period the Parties shall have ceased to negotiate such new terms for a continuous period of fifteen (15) Days, it shall be resolved in accordance with the Dispute Resolution provision of this Agreement. It is expressly understood that this Agreement will be corrected, or if requested by CLEC, amended as set forth in this Section 2.2, to reflect the outcome of generic proceedings by the Commission for pricing, service standards, or other matters covered by this Agreement. Rates in Exhibit A will reflect legally binding decisions of the Commission and shall be applied on a prospective basis from the effective date of the legally binding Commission decision, unless otherwise ordered by the Commission. Where a Party provides notice to the other Party within thirty (30) Days of the effective date of an order issuing a legally binding change, any resulting amendment shall be deemed effective on the effective date of the legally binding change or modification of the Existing Rules for rates, and to the extent practicable for other terms and conditions, unless otherwise ordered. In the event neither Party provides notice within thirty (30) Days, the

effective date of the legally binding change shall be the Effective Date of the amendment unless the Parties agree to a different date. During the pendency of any negotiation for an amendment pursuant to this Section 2.2 the Parties shall continue to perform their obligations in accordance with the terms and conditions of this Agreement, for up to sixty (60) Days. For purposes of this section, "legally binding" means that the legal ruling has not been stayed, no request for a stay is pending, and any deadline for requesting a stay designated by statute or regulation, has passed.

2.2.1 In addition to, but not in limitation of, Section 2.2 above, nothing in this Agreement shall be deemed an admission by Qwest or CLEC concerning the interpretation or effect of any rule, regulation, statute, or interpretations thereof, including but not limited to the FCC's Triennial Review Order and/or its Triennial Review Remand Order and state rules, regulations, and laws as they may be issued or promulgated. Nothing in this Agreement shall preclude or estop Qwest or CLEC from taking any position in any forum concerning the proper interpretation or effect of any rule, regulation, or statute, or concerning whether the foregoing should be changed, vacated, dismissed, stayed or modified.

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

2.3.1 Intentionally Left Blank.



### **Section 3.0 - CLEC INFORMATION**

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

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

General Information

Billing and Collection (Section 1)

Credit Information

Billing Information

Summary Billing

OSS and Network Outage Notification Contact Information

System Administration Contact Information

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

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

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

Determine geographical requirements;

Identify CLEC identification codes;

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

Collect credit information;

Obtain Billing information;

Create summary bills;

Establish input and output requirements;

Create and distribute Qwest and CLEC contact lists; and

Identify CLEC hours and holidays.

3.2.2 CLECs that have previously completed a Questionnaire need not fill out a New Customer Questionnaire; however, CLEC will update its New Customer Questionnaire with any changes in the required information that have occurred and communicate those changes to Qwest. Before placing an order for a new product, CLEC will need to complete the relevant New Product Questionnaire and amend this Agreement.

3.3 Intentionally Left Blank.

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## Section 4.0 - DEFINITIONS

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

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

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

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

"Advanced Services" refers to high speed, switched, broadband, wireline Telecommunications capability that enables users to originate and receive high-quality, voice, data, graphics or video Telecommunications using any technology.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Bona Fide Request" or "BFR" shall have the meaning set forth in Section 17.

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

"Business Line" means a Qwest-owned switched access line used to serve a business customer, whether by Qwest itself or by CLEC that leases the line from Qwest. The number of

Business Lines in a Wire Center shall equal the sum of all Qwest business switched access lines, plus the sum of all UNE loops connected to that Wire Center, including UNE loops provisioned in combination with other unbundled elements. Among these requirements, Business Line tallies (1) shall include only those access lines connecting End User Customers with Qwest end-offices for switched services; (2) shall not include non-switched special access lines; and (3) shall account for ISDN and other digital access lines by counting each 64 kbps-equivalent as one line. For example, a DS1 line corresponds to twenty-four (24) 64 kbps-equivalents, and therefore to twenty-four (24) Business Lines.

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

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

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

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

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

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

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

"Tandem Office Switches" (or "Tandem Switches") which are used to connect and switch trunk circuits between and among other End Office Switches. CLEC Switch (es) shall be considered Tandem Office Switch (es) to the extent such Switch (es) serve(s) a comparable geographic area as Qwest's Tandem Office Switch. A fact-based consideration by the Commission of geography should be used to classify any Switch on a prospective basis.

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

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

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

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

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

"Commission" means the North Dakota Public Service Commission.

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

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

"Competitive Local Exchange Carrier" or "CLEC" refers to a Party that has submitted a request, pursuant to this Agreement, to obtain Interconnection, access to Unbundled Network Elements, ancillary services, or resale of Telecommunications Services. CLEC is an entity authorized to provide local Exchange Service that does not otherwise qualify as an Incumbent Local Exchange Carrier (ILEC).

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

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

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

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

"Custom Local Area Signaling Service" or "CLASS" is a set of call-management service features consisting of number translation services, such as call forwarding and caller identification, available within a Local Access and Transport Area ("LATA"). Features include, but are not limited to, automatic callback, automatic recall, calling number delivery, Customer originated trace, distinctive ringing/call waiting, selective call forwarding and selective call rejection.

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

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

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

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

"Data Local Exchange Carrier" or "DLEC" is a CLEC interconnecting primarily for purposes of transporting data.

"Day" means calendar days unless otherwise specified.

"Dedicated Transport" means Qwest transmission facilities between Wire Centers or switches owned by Qwest, or between Wire Centers or switches owned by Qwest and switches owned by CLEC, including, but not limited to, DS1, DS3, and OCn-capacity level services, as well as Dark Fiber, dedicated to a particular End User Customer or carrier.

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

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

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

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

"Digital Cross Connect System" or "DCS" is a function which provides automated Cross Connection of Digital Signal Level 0 (DS0) or higher transmission bit rate digital channels within physical interface facilities. Types of DCS include but are not limited to DCS 1/0s, DCS 3/1s, and DCS 3/3s, where the nomenclature 1/0 denotes interfaces typically at the DS1 rate or greater with Cross Connection typically at the DS0 rate. This same nomenclature, at the appropriate rate substitution, extends to the other types of DCS specifically cited as 3/1 and 3/3. Types of DCS that cross connect Synchronous Transport Signal level 1 (STS-1 s) or other Synchronous Optical Network (SONET) signals (e.g., STS-3) are also DCS, although not denoted by this same type of nomenclature. DCS may provide the functionality of more than one of the aforementioned DCS types (e.g., DCS 3/3/1 which combines functionality of DCS 3/3 and DCS 3/1). For such DCS, the requirements will be, at least, the aggregation of requirements on the "component" DCS. In locations where automated Cross Connection capability does not exist, DCS will be defined as the combination of the functionality provided by a Digital Signal Cross Connect (DSX) or Light Guide Cross Connect (LGX) patch panels and D4 channel banks or other DS0 and above multiplexing equipment used to provide the function of a manual Cross Connection. Interconnection is between a DSX or LGX to a Switch, another Cross Connection, or other service platform device.

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

"Directory Listings" or "Listings" are any information identifying the listed names of subscribers of a Telecommunications Carrier and such subscribers' telephone numbers, addresses, or primary advertising classifications (as such classifications are assigned at the time of the establishment of such service), or any combination of such listed names, numbers, addresses or classifications: (1) that the Telecommunications Carrier provides or uses for the purpose of publishing the Listings in any directory format; or (2) that the Telecommunications Carrier provides or uses in Directory Assistance Service, Directory Assistance List Service, or for other lawful purposes.

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

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

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

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

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

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

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

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

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

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

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

"Exchange Access" shall have the same meaning as in the Act.

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

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

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

"FCC" means the Federal Communications Commission.

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

"Finished Services" means complete end-to-end services offered by Qwest to wholesale customers or retail End User Customers. Finished Services do not include Unbundled Network Elements or combinations of Unbundled Network Elements. Finished Services include Access Services, private lines, retail services, and resold services.

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

"Hub Provider" means an entity that (i) provides Common Channel Signaling (SS7) connectivity between the networks of service providers that are not directly connected to each other; or (ii) provides third party database services such as LIDB. The SS7 messages received by Hub Providers are accepted or rejected by the Hub Provider depending on whether a contractual arrangement exists between the Hub Provider and the message originator (sender) and whether the message originator has contracted for the type of SS7 messages being submitted for transmission to the Hub Provider.

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

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

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

"Integrated Services Digital Network" or "ISDN" refers to a digital circuit switched network service. Basic Rate ISDN (BRI) provides for channelized (two (2) bearer and one (1) data) end-to-end digital connectivity for the transmission of voice or data on either or both bearer channels and packet data on the data channel. Primary Rate ISDN (PRI) provides for twenty-three (23) bearer channels and one (1) data channel. For BRI, the bearer channels operate at 64 Kbps and the data channel at 16 Kbps. For PRI, all twenty-four (24) channels operate at 64 Kbps or 1.5 Mbps.

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

"Interconnection Agreement" or "Agreement" is an agreement entered into between Qwest and CLEC for Interconnection, Unbundled Network Elements or other services as a result of negotiations, adoption and/or arbitration or a combination thereof pursuant to Section 252 of the Act. When CLEC signs and delivers a copy of this Agreement to Qwest pursuant to the notice provision of the Agreement, it becomes the Interconnection Agreement between the Parties pursuant to Section 252(e) of the Act.

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

"Interexchange Service" means telecommunications service between stations in different exchange areas. *Modification of Final Judgment, § IV(K), reprinted in United States v. Am. Tel. & Tel. Co., 552 F. Supp. 131, 229 (D.D.C. 1982)* (defining "interexchange telecommunications" as "telecommunications between a point or points located in one exchange telecommunications area and a point or points located in one or more other exchange areas or a point outside an exchange area").

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

"Internet Service Provider-Bound" or "ISP-Bound" refers only to the traffic delivered to an Internet Service provider for which the FCC prescribed intercarrier compensation in the Intercarrier Compensation for ISP-Bound Traffic, CC Docket No. 99-68, Order on Remand and Report and Order, 16 FCC Rcd 9151 (2001)(the "ISP Remand Order"). Such traffic does not include traffic delivered to an Internet Service provider located in a different local calling area than the calling party.

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

"IntraLATA LEC Toll" means IntraLATA Toll traffic carried solely by a Local Exchange Carrier and not by an IXC.

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

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

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

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

"Local Calling Area" is a geographically defined area as established by the effective tariffs of Qwest as approved by the Commission.

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

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

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

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

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

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

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

"Local Tandem Switch" is a Qwest switch used to connect and switch trunk circuits between End Office Switches for traffic within an EAS/Local calling area.

"Location Routing Number" or "LRN" means a unique ten- (10)-digit number assigned to a Central Office Switch in a defined geographic area for call routing purposes. This ten- (10)-digit number serves as a network address and the routing information is stored in a database. Switches routing calls to subscribers whose telephone numbers are in portable NXXs perform a database query to obtain the Location Routing Number that corresponds with the Switch serving the dialed telephone number. Based on the Location Routing Number, the querying Carrier then routes the call to the Switch serving the ported number. The term "LRN" may also be used to refer to a method of LNP.

"Long Distance Service" (see "Interexchange Service").

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

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

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

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

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

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

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

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

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

"Maintenance of Service charge" is a Miscellaneous Charge that relates to trouble isolation work performed by Qwest. Basic Maintenance of Service charges apply when the Qwest technician performs work during standard business hours. Overtime Maintenance of Service charges apply when the Qwest technician performs work on a business day, but outside standard business hours, or on a Saturday. Premium Maintenance of Service charges apply when the Qwest technician performs work on either a Sunday or Qwest recognized holiday.

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

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

"Meet-Point Billing" or "MPB" or "Jointly Provided Switched Access" or "JPSA" refers to an arrangement whereby two (2) or more Telecommunications Carriers including an ILEC, CLEC or CMRS carrier receive traffic in the same LATA that the call is to be terminated in or originated from, and jointly provide Switched Access Service to an Interexchange Carrier, with each ILEC, CLEC or CMRS carrier receiving an appropriate share of the revenues from the IXC as defined by their effective Switched Access Tariffs or, if applicable, CMRS contract.

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

"Mid-Span Meet POI" A Mid-Span Meet POI is a negotiated Point of Interface, limited to the Interconnection of facilities between the Qwest Serving Wire Center location and the location of the CLEC switch or other equipment located within the area served by the Qwest Serving Wire Center.

"Miscellaneous Charges" mean charges that apply for miscellaneous services provided at CLEC's request or based on CLEC's actions that result in miscellaneous services being provided by Qwest, as described in this Agreement.

"Mobile Wireless Service" means all mobile wireless telecommunications services, including commercial mobile radio service (CMRS). CMRS includes paging, air-ground radio, telephone service and offshore radiotelephone services, as well as mobile telephony services, such as the service offerings of carriers using cellular radiotelephone, broadband PCS and SMR licenses.

"Multiple Exchange Carrier Access Billing" or "MECAB" refers to the document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document, published by ATIS (0401004-0009), contains the recommended guidelines for the Billing of an access service provided by two (2) or more LECs (including a LEC and a CLEC), or by one (1) LEC in two (2) or more states within a single LATA.

"Multiple Exchange Carrier Ordering and Design" or "MECOD" Guidelines for Access Services - Industry Support Interface, refers to the document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECOD document, published by ATIS (0404120-0006), contains recommended guidelines for processing orders for access service which is to be provided by two (2) or more LECs (including a LEC and a CLEC).

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

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

"Near Real Time" means that Qwest's OSS electronically receives a transaction from CLEC, automatically processes that transaction, returns the response to that transaction to CLEC in an automatic event driven manner (without manual intervention) via the interface for the OSS function in question. Except for the time it takes to send and receive the transaction between Qwest's and CLEC's OSS application, the processing time for Qwest's representatives should be the same as the processing time for CLEC's representatives. Current benchmarks using TCIF 98-006 averages between two (2) and four (4) seconds for the connection and an average transaction transmittal. The specific agreed metrics for Near Real Time transaction processing will be contained in the Performance Indicator Definitions (PIDs), where applicable.

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

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

"Network Interface Device" or "NID" is a Network Element (including all of its features, functions and capabilities) that includes any means of Interconnection of End User Customer premises wiring to Qwest's distribution plant, such as a cross connect device used for that purpose.

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

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

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

"Non-Impaired Facilities" are those network elements identified in an applicable FCC order as no longer available as unbundled network elements ("UNEs") under 47 U.S.C. § 251(c)(3) as reflected in this Agreement based on non-impairment or tier designations.

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

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

"Number Portability Administration Center" or "NPAC" means one (1) of the seven (7) regional number portability centers involved in the dissemination of data associated with ported numbers. The NPACs were established for each of the seven (7) original Bell Operating Company regions so as to cover the fifty (50) states, the District of Columbia and the U.S. territories in the North American Numbering Plan area.

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

"NXX," "NXX Code," "Central Office Code," or "CO Code" is the three- (3)-digit Switch entity code which is defined by the "D," "E" and "F" digits of a ten- (10) digit telephone number within the NANP.

"Operational Support Systems" or "OSS" shall have the meaning set forth in Section 12.

"Optional Testing" is testing conducted by Qwest, at the request of CLEC, that is in lieu of testing CLEC should complete to isolate trouble to the Qwest network prior to submitting a trouble ticket to Qwest.

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

"Originating Line Information Parameter" or "OLIP" is a CCS SS7 signaling parameter that identifies the line class of service, i.e., originating screening and routing translation.

"P.01 Transmission Grade of Service" means a circuit switched trunk facility Provisioning standard with the statistical probability of no more than one (1) call in one hundred (100) blocked on initial attempt during the average busy hour.

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

"Parity" means the provision of non-discriminatory access to Interconnection, Resale, Unbundled Network Elements and other services provided under this Agreement to the extent legally required on rates, terms and conditions that are non-discriminatory, just and reasonable. Where Technically Feasible, the access provided by Qwest will be provided in "substantially the same time and manner" to that which Qwest provides to itself, its End User Customers, its Affiliates or to any other party.

"Party" means either Qwest or CLEC and "Parties" means Qwest and CLEC.

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

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

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



"Point of Interface", "Point of Interconnection," or "POI" is a demarcation between the networks of two (2) LECs (including a LEC and CLEC). The POI is that point where the exchange of traffic takes place.

"Point of Presence" or "POP" means the Point of Presence of an IXC.

"Pole Attachment" shall have the meaning set forth in Section 10.8.1.

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

"POTS" means plain old telephone service.

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

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

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

<http://www.qwest.com/wholesale/pcat/>

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

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

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

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

"Pseudo Automatic Number Identification" or "Pseudo-ANI" is a number, consisting of the same number of digits as ANI, that is not a NANP telephone directory number and may be used in

place of an ANI to convey special meaning, determined by agreements, as necessary, between the system originating the call, intermediate systems handling and routing the call, and the destination system.

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

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

"Rate Center" identifies 1) the specific geographic point identified by specific vertical and horizontal (V&H) coordinates, which are used to measure distance sensitive End User Customer traffic to/from the particular NPA-NXX designations with the specific Rate Center, and 2) the corresponding geographic area which is associated with one or more particular NPA-NXX codes which have been assigned to a LEC for its provision of Telephone Exchange Service.

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

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

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

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

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

"Route" is a transmission path between one of Qwest's Wire Centers or switches and another of Qwest's Wire Centers or Switches. A route between two (2) points (e.g., Wire Center or Switch "A" and Wire Center or Switch "Z") may pass through one (1) or more intermediate Wire Centers or Switches (e.g., Wire Center or Switch "X"). Transmission paths between identical end points (e.g., Wire Center or Switch "A" and Wire Center or Switch "Z") are the same "route," irrespective of whether they pass through the same intermediate Wire Centers or Switches, if any.

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

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

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

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

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

"Serving Wire Center" denotes the Qwest building from which dial tone for local Exchange Service would normally be provided to a particular End User Customer premises.

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

- 1) Message Transfer Part (MTP), which provides functions for basic routing of signaling messages between signaling points;
- 2) Signaling Connection Control Part (SCCP), which provides additional routing and management functions for transfer of messages other than call setup between signaling points;
- 3) Integrated Services Digital Network User Part (ISUP), which provides for transfer of call setup signaling information between signaling points; and
- 4) Transaction Capabilities Application Part (TCAP), which provides for transfer of non-circuit related information between signaling points.

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

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

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

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

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

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

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

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

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

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

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

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

"Telecommunications Carrier" means any provider of Telecommunications Services, except that such term does not include aggregators of Telecommunications Services (as defined in Section 226 of the Act). A Telecommunications Carrier shall be treated as a Common Carrier under the Act only to the extent that it is engaged in providing Telecommunications Services, except that the Federal Communications Commission shall determine whether the provision of fixed and mobile satellite service shall be treated as common carriage.

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

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

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

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

"Tier 1 Wire Centers" means those Qwest Wire Centers that contain at least four (4) Fiber-based Collocators, at least thirty-eight thousand (38,000) Business Lines, or both. Tier 1 Wire Centers also are those Qwest tandem switching locations that have no line-side switching facilities, but nevertheless serve as a point of traffic aggregation accessible by CLEC. Once a Wire Center is determined to be a Tier 1 Wire Center, that Wire Center is not subject to later reclassification as a Tier 2 or Tier 3 Wire Center.

"Tier 2 Wire Centers" means those Qwest Wire Centers that are not Tier 1 Wire Centers, but contain at least three (3) Fiber-based Collocators, at least twenty-four thousand (24,000) Business Lines, or both. Once a Wire Center is determined to be a Tier 2 Wire Center, that Wire Center is not subject to later reclassification as a Tier 3 Wire Center.

"Tier 3 Wire Centers" means those Qwest Wire Centers that do not meet the criteria for Tier 1 or Tier 2 Wire Centers.

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

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

"Transit Service" is any traffic that originates from one (1) Telecommunications Carrier's network and/or its end user(s), transits another Telecommunications Carrier's network, and terminates to yet another Telecommunications Carrier's network and/or its end user(s).

"Trouble Isolation Charge" – see "Maintenance of Service."

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

"VNXX Traffic" is all traffic originated by a Party's End User Customer and dialed with a local dialing pattern that is not terminated to the other Party's End User Customer physically located within the same Qwest Local Calling Area (as approved by the state Commission) as the originating caller, regardless of the NPA-NXX dialed. VNXX does not include originating 8XX traffic.

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

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

"Wire Center" means the location of a Qwest local switching facility containing one or more Central Offices, as defined in the Appendix to Part 36, Chapter 1 of Title 47 of the Code of Federal Regulations. Wire Center boundaries define the area in which all End User Customers served by a given Wire Center are located.

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

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

Terms not otherwise defined here but defined in the Act and the orders and the rules implementing the Act, shall have the meaning defined there. The definition of terms that are included here and are also defined in the Act, or its implementing orders or rules, are intended to include the definition as set forth in the Act and the rules implementing the Act.

## Section 5.0 - TERMS AND CONDITIONS

### 5.1 General Provisions

5.1.1 Intentionally Left Blank.

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

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

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

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

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

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

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

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

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

## 5.2 Term of Agreement

5.2.1 This Agreement shall become effective on the date of Commission Approval. This Agreement shall be binding upon the Parties for a term of three (3) years and shall expire on **March 17, 2013**.

5.2.2 Upon expiration of the term of this Agreement, this Agreement shall continue in full force and effect until superseded by a successor agreement in accordance with this Section 5.2.2. Any Party may request negotiation of a successor agreement by written notice to the other Party no earlier than one hundred sixty (160) Days prior to the expiration of the term, or the Agreement shall renew on a month to month basis. The date of this notice will be the starting point for the negotiation window under Section 252 of the Act. This Agreement will terminate on the date a successor agreement is approved by the Commission. However, nothing relieves CLEC from fulfilling the obligations incurred under the prior Agreement.

## 5.3 Proof of Authorization

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

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



## 5.4 Payment

5.4.1 Amounts payable under this Agreement are due and payable within thirty (30) Days after the date of invoice (Payment Due Date). If a Payment Due Date falls on a Sunday, or on a holiday which is observed on a Monday, the payment date shall be the first non-holiday day following such Sunday or holiday. If a Payment Due Date falls on a Saturday or on a holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the payment date shall be the last non-holiday day preceding such Saturday or holiday. For invoices distributed electronically, the date of invoice date is the same as if the invoice were billed on paper, not the date the electronic delivery occurs. If either Party fails to make payment on or before the Payment Due Date, the other Party may invoke all available rights and remedies.

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

5.4.3 The Billing Party may disconnect services for failure by the billed Party to make full payment, less any good faith disputed amount as provided for in Section 5.4.4 of this Agreement, for the services provided under this Agreement within sixty (60) Days following the payment due date. The billed Party will pay the applicable reconnect charge set forth in Exhibit A required to reconnect each service disconnected pursuant to this paragraph. The Billing Party will notify the billed Party at least ten (10) business days prior to disconnection of the service(s). In case of such disconnection, all applicable undisputed charges, including termination charges, shall become due. If the Billing Party does not disconnect the billed Party's service(s) on the date specified in the ten (10) business days notice, and the billed Party's noncompliance continues, nothing contained herein shall preclude the Billing Party's right to disconnect services of the non-complying Party without further notice. For reconnection of the services to occur, the billed Party will be required to make full payment of all past and current undisputed charges under this Agreement for the services. Additionally, the Billing Party will request a deposit (or recalculate the deposit) as specified in Section 5.4.5 and 5.4.7 from the billed Party, pursuant to this Section. If the billed Party is a new CLEC customer of Qwest, the application of this provision will be suspended for the initial three (3) Billing cycles of this Agreement and will not apply to amounts billed during those three (3) cycles. In addition to other remedies that may be available at law or equity, each Party reserves the right to seek equitable relief, including injunctive relief and specific performance.

5.4.4 Should CLEC or Qwest dispute, in good faith, any portion of the charges under this Agreement, the Parties will notify each other in writing within fifteen (15) Days following the payment due date identifying the amount, reason and rationale of such dispute. At a minimum, CLEC and Qwest shall pay all undisputed amounts due. Both CLEC and Qwest agree to

expedite the investigation of any disputed amounts, promptly provide reasonably requested documentation regarding the amount disputed, and work in good faith in an effort to resolve and settle the dispute through informal means prior to invoking any other rights or remedies.

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

5.4.4.2 If a Party pays the disputed charges and the dispute is resolved in favor of the Billing Party, no further action is required. If a Party pays the charges disputed at the time of payment or at any time thereafter pursuant to Section 5.4.4.3, and the dispute is resolved in favor of the disputing Party, the Billing Party will adjust the Billing, usually within two (2) Billing cycles, after the resolution of the dispute, as follows:

- (1) The Billing Party will credit the Billed Party's bill for the disputed amount and any associated interest; or
- (2) If the disputed amount is greater than the bill to be credited, pay the remaining amount to the Billed Party.
- (3) The interest calculated on the disputed amounts will be the same rate as late payment charges. In no event, however, will any late payment charges be assessed on any previously assessed late payment charges.

5.4.4.3 If the Billed Party fails to dispute a rate or charge within sixty (60) Days following the invoice date on which the rate or charge appeared, adjustment will be made on a going-forward basis only, beginning with the date of the dispute.

5.4.5 In the event of a material adverse change in CLEC's financial condition subsequent to the Effective Date of this Agreement, Qwest may request a security deposit. A "material adverse change in financial condition" means CLEC is a new CLEC with no established credit history, or is a CLEC that has not established satisfactory credit with Qwest, or the Party is repeatedly delinquent in making its payments, or is being reconnected after a disconnection of Service or discontinuance of the processing of orders by Qwest due to a previous failure to pay undisputed charges in a timely manner. Qwest may require a deposit to be held as security for the payment of charges before the orders from CLEC will be provisioned and completed or before reconnection of Service. "Repeatedly delinquent" means any payment of a material amount of total monthly Billing under the Agreement received after the Payment Due Date, three (3) or more times during the last twelve (12) month period. The deposit may not exceed the estimated total monthly charges for a two (2) month period based upon recent Billing. The deposit may be adjusted by CLEC's actual monthly average charges, payment history under this Agreement, or other relevant factors, but in no event will the security deposit exceed five million dollars (\$5,000,000.00). The deposit may be an irrevocable bank letter of credit, a letter of credit with terms and conditions acceptable to Qwest, or some other form of

mutually acceptable security such as a cash deposit. Required deposits are due and payable within thirty (30) Days after demand and non-payment is subject to Sections 5.4.2 and 5.4.3 of this Agreement.

5.4.6 Interest will be paid on cash deposits at the rate applying to deposits under applicable Commission regulations. Cash deposits and accrued interest will be credited to CLEC's account or refunded, as appropriate, upon the earlier of the expiration of the term of the Agreement or the establishment of satisfactory credit with Qwest, which will generally be one full year of timely payments of undisputed amounts in full by CLEC. Upon a material change in financial standing, including factors referenced in Section 5.4.5 above, CLEC may request and the Qwest will consider a recalculation of the deposit. The fact that a deposit has been made does not relieve CLEC from any requirements of this Agreement.

5.4.7 Qwest may review CLEC's credit standing and modify the amount of deposit required but in no event will the maximum amount exceed the amount stated in 5.4.5 or another amount, if approved by the Commission.

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

5.4.9 CLEC shall be responsible for notifying its End User Customers of any pending disconnection of a service by CLEC, if necessary, to allow those End User Customers to make other arrangements for such services.

5.4.10 CLEC must not remit payment for the Services with funds obtained through the American Recovery and Reinvestment Act (or ARRA) or other similar stimulus grants or loans that would obligate Qwest to provide certain information or perform certain functions unless those functions and obligations are specifically agreed to by the parties in this Agreement or in an amendment to this Agreement.

## **5.5 Taxes**

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

## 5.6 Insurance

5.6.1 Each Party shall at all times during the term of this Agreement, at its own cost and expense, carry and maintain the insurance coverage listed below with insurers having a "Best's" rating of A-VII with respect to liability arising from that Party's operations for which that Party has assumed legal responsibility in this Agreement. If either Party or its parent company has assets equal to or exceeding ten billion dollars (\$10,000,000,000), that Party may utilize an Affiliate captive insurance company in lieu of a "Best's" rated insurer. To the extent that the parent company of a Party is relied upon to meet the ten billion dollar (\$10,000,000,000) asset threshold, such parent shall be responsible for the insurance obligations contained in this Section 5.6.1, to the extent its affiliated Party fails to meet such obligations.

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

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

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

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

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

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

## 5.7 Force Majeure

5.7.1 Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations,

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

## **5.8 Limitation of Liability**

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

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

5.8.3 Intentionally Left Blank.

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

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

5.8.6 Intentionally Left Blank.

## **5.9 Indemnity**

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

5.9.1.1 Each of the Parties agrees to release, indemnify, defend and hold

harmless the other Party and each of its officers, directors, employees and agents (each an Indemnitee) from and against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, known or unknown, liquidated or unliquidated including, but not limited to, reasonable costs and expenses (including attorneys' fees), whether suffered, made, instituted, or asserted by any Person or entity, for invasion of privacy, bodily injury or death of any Person or Persons, or for loss, damage to, or destruction of tangible property, whether or not owned by others, resulting from the Indemnifying Party's breach of or failure to perform under this Agreement, regardless of the form of action, whether in contract, warranty, strict liability, or tort including (without limitation) negligence of any kind.

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

5.9.1.3 Intentionally Left Blank.

5.9.1.4 Intentionally Left Blank.

5.9.2 The indemnification provided herein shall be conditioned upon:

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

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

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

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

## **5.10 Intellectual Property**

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

## **5.11 Warranties**

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

## **5.12 Assignment**

5.12.1 Neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may assign or transfer

this Agreement to a corporate Affiliate or an entity under its common control; without the consent of the other Party, provided that the performance of this Agreement by any such assignee is guaranteed by the assignor. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

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

5.12.3 Nothing in this section is intended to restrict CLEC's rights to opt into interconnection agreements under Section 252(i) of the Act and 47 C.F.R. § 51.809.

### **5.13 Default**

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

### **5.14 Disclaimer of Agency**

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

### **5.15 Severability**

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

## 5.16 Nondisclosure

5.16.1 All information, including but not limited to specifications, microfilm, photocopies, magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data, (i) furnished by one Party to the other Party dealing with business or marketing plans, End User Customer specific, facility specific, or usage specific information, other than End User Customer information communicated for the purpose of providing Directory Assistance or publication of directory database, or (ii) in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary", or (iii) communicated and declared to the receiving Party at the time of delivery, or by written notice given to the receiving Party within ten (10) Days after delivery, to be "Confidential" or "Proprietary" (collectively referred to as "Proprietary Information"), shall remain the property of the disclosing Party. A Party who receives Proprietary Information via an oral communication may request written confirmation that the material is Proprietary Information. A Party who delivers Proprietary Information via an oral communication may request written confirmation that the Party receiving the information understands that the material is Proprietary Information. Each Party shall have the right to correct an inadvertent failure to identify information as Proprietary Information by giving written notification within thirty (30) Days after the information is disclosed. The receiving Party shall from that time forward, treat such information as Proprietary Information. To the extent permitted by Applicable Law, either Party may disclose to the other proprietary or confidential customer, technical or business information.

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

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

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

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

confidentiality obligation to the disclosing Party with respect to such information; or

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

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

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

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

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

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

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

5.16.8 Nothing herein should be construed as limiting either Party's rights with respect to its own Proprietary Information or its obligations with respect to the other Party's Proprietary Information under Section 222 of the Act.

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

5.16.9.1 The Parties may disclose, on a need to know basis only, CLEC individual forecasts and forecasting information disclosed by Qwest, to Qwest's legal personnel in

connection with their representation of Qwest in any dispute regarding the quality or timeliness of the forecast as it relates to any reason for which CLEC provided it to Qwest under this Agreement, as well as to CLEC's wholesale account managers, wholesale LIS and Collocation product managers, network and growth planning personnel responsible for preparing or responding to such forecasts or forecasting information. In no case shall retail marketing, sales or strategic planning have access to this forecasting information. The Parties will inform all of the aforementioned personnel with access to such Confidential Information, of its confidential nature and will require personnel to execute a nondisclosure agreement which states that, upon threat of termination, the aforementioned personnel may not reveal or discuss such information with those not authorized to receive it except as specifically authorized by law. Violations of these requirements shall subject the personnel to disciplinary action up to and including termination of employment.

5.16.9.1.1 Upon the specific order of the Commission, Qwest may provide the forecast information that CLEC has made available to Qwest under this Agreement, provided that Qwest shall first initiate any procedures necessary to protect the confidentiality and to prevent the public release of the information pending any applicable Commission procedures and further provided that Qwest provides such notice as the Commission directs to CLEC involved, in order to allow it to prosecute such procedures to their completion.

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

## **5.17 Survival**

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

## **5.18 Dispute Resolution**

5.18.1 The Parties will attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of, or relating to, this Agreement. Either Party may give written notice to the other Party of any dispute not resolved in the normal course of business. Each Party will within seven (7) Days after delivery of the written notice of dispute, designate a vice-president level employee or a representative with authority to make commitments to review, meet, and negotiate, in good faith, to resolve the dispute. The Parties intend that these negotiations be conducted by non-lawyer, business representatives, and the locations, format, frequency, duration, and conclusions of these discussions will be at the discretion of the representatives. By mutual agreement, the representatives may use other procedures to assist in these negotiations. The discussions and correspondence among the representatives for the purposes of these negotiations will be treated as Confidential Information (Confidential Information) developed for purposes of settlement, and will be exempt from discovery and production, and not be admissible in any subsequent proceedings without the concurrence of both Parties.

5.18.2 If the designated representatives have not reached a resolution of the dispute within fifteen (15) Days after the written notice (or such longer period as agreed to in writing by the Parties), then either Party may commence a civil action or regulatory proceeding, as applicable. Unless the action falls within the exclusive jurisdiction of the Federal Communications Commission or the state Public Utilities Commission, any action will be brought in the United States District Court for the District of Colorado if it has subject matter jurisdiction over the action, and shall otherwise be brought in the Denver District Court for the State of Colorado. The Parties agree that such courts have personal jurisdiction over them.

5.18.3 Waiver of Jury Trial and Class Action. Each Party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a trial by jury and any right to pursue any claim or action arising out of or relating to this Agreement on a class or consolidated basis or in a representative capacity.

5.18.4 No cause of action, including disputes raised pursuant to Section 5.4.4, regardless of the form, arising out of or relating to this Agreement, may be brought by either Party more than two (2) years after the cause of action arises.

## **5.19 Controlling Law**

5.19.1 This Agreement is offered by Qwest and accepted by CLEC in accordance with applicable federal law and the state law of North Dakota. It shall be interpreted solely in accordance with applicable federal law and the state law of North Dakota.

## **5.20 Responsibility for Environmental Contamination**

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

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

## 5.21 Notices

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

Qwest Corporation  
Director Interconnection Agreements  
1801 California Street, Room 2400  
Denver, CO 80202  
Email: [intagree@qwest.com](mailto:intagree@qwest.com)  
Phone: 303-965-3029  
Fax: 303-965-3527

With copy to Qwest at the address shown below:

Qwest Law Department  
Associate General Counsel, Interconnection  
1801 California Street, 10th Floor  
Denver, CO 80202  
Email: [Legal.Interconnection@qwest.com](mailto:Legal.Interconnection@qwest.com)  
Phone: 303-383-6553

and with a copy to CLEC at the address shown below:

Polar Telecom, Inc.  
Attn: David Dunning  
110 Fourth Street East  
PO Box 270  
Email: [ddunning@polartel.com](mailto:ddunning@polartel.com)  
Phone: 701-284-4343  
Fax: 701-284-7277

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

## 5.22 Responsibility of Each Party

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

Party shall be responsible for (i) its own acts and performance of all obligations imposed by Applicable Law in connection with its activities, legal status and property, real or personal, and (ii) the acts of its own Affiliates, employees, agents and contractors during the performance of that Party's obligations hereunder.

### **5.23 No Third Party Beneficiaries**

5.23.1 The provisions of this Agreement are for the benefit of the Parties and not for any other Person. This Agreement will not provide any Person not a Party to this Agreement with any remedy, claim, liability, reimbursement, claim of action, or other right in excess of those existing by reference in this Agreement.

### **5.24 Intentionally Left Blank**

### **5.25 Publicity**

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

### **5.26 Executed in Counterparts**

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

### **5.27 Compliance**

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

### **5.28 Compliance with the Communications Assistance Law Enforcement Act of 1994**

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

### **5.29 Cooperation**

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



Provisioning and Billing and in reasonably resolving issues which result from such implementation on a timely basis. Electronic processes and procedures are addressed in Section 12 of this Agreement.

### **5.30 Amendments**

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

5.30.2 Intentionally Left Blank.

5.30.3 The provisions of this Agreement, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Agreement may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

### **5.31 Entire Agreement**

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

**Section 6.0 – INTENTIONALLY LEFT BLANK**

## **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), IntraLATA LEC Toll and Jointly Provided Switched Access traffic. Intercarrier traffic exchange will be mutual and reciprocal and all traffic exchanged between the Parties must be provisioned pursuant to this Agreement. A Party that has interconnected or gained access under sections 251 (a) (1), 251 (c)(2), or 251 (c)(3) of the Act, may offer information services through the same arrangement, so long as it is offering Telecommunications Services through the same arrangement(s) as well. Enhanced or information service providers (providers or "Information Services" as that term is defined in 47 U.S.C. § 153 (20)) that do not also provide domestic or international telecommunications are not Telecommunications Carriers as defined by the Act and thus may not interconnect under this Agreement. 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 IntraLATA LEC Toll 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 IntraLATA LEC 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. CLEC represents and warrants that it is serving End User Customers physically located within each local calling area for which it wishes to exchange traffic within Qwest territory. 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 Left Intentionally Blank.

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 the Qwest Serving Wire Center location and the location of the CLEC switch or other equipment located within the area served by the Qwest Serving Wire Center. 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 exchange of traffic and joint provisioning of Telecommunications Services to End User Customers and other Telecommunications Carriers.

7.1.2.4 Intentionally Left Blank.

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 LEC 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 For purposes of the Agreement, Transit Service 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, and 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; and
- 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 ordering Party will provision its own one-way trunks. The Party ordering one-way trunks will choose the POI location for such one-way trunks.

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 facility for the LIS trunk to be provisioned in order 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-Span Meet 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 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 IntraLATA LEC Toll Traffic

7.2.2.2.1 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 IntraLATA LEC Toll traffic to be terminated on the other Party's network, the ordering Party will provision its own one-way trunks. The Party ordering one-way trunks will choose the POI location for such one-way trunks. IntraLATA LEC 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's network and/or its end user(s) for termination to other Telecommunications Carrier's network and/or its end users that is connected to Qwest's Switch. Qwest will also terminate traffic from these other Telecommunications Carriers' network and/or its end users to CLEC's network and/or its end users. 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 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 IntraLATA LEC 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 in addition to any query rates.

7.2.2.3.5 In the case of a transit call that terminates in the Local Calling Area but in a different state than the call originated, and the CLEC does not have an agreement with Qwest in the state where the transit call terminated, CLEC must execute an agreement for that state if it is a state served by Qwest. In the absence of a second agreement, the transit rate in Exhibit A of this Agreement will be billed to the CLEC.

7.2.2.4 Jointly Provided Switched Access. The Parties will use industry standards developed and routing based on the LERG 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 must be requested on orders for LIS trunks. Common Channel Signaling Access Capability Service may be obtained under Qwest Intrastate and/or FCC Access Tariffs or 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.

7.2.2.7 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 participate in semi-annual joint planning meetings 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 CLEC 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 for ordering and installation. 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.

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 versus Tandem Switch routing. See Section 7.2.2.1.3.



7.2.2.8.6 Intentionally Left Blank

7.2.2.8.7 Joint planning meetings will be used to bring clarity to the forecasting 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 To the extent that CLEC's historical trunking underutilization is such that it restricts Qwest from provisioning trunking to itself or other carriers without Qwest augmenting its switch for additional trunking capacity, Qwest reserves the right to reclaim the facilities for the purpose of providing capacity to itself or other carriers. 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) Days of notifying CLEC in writing that it will not construct the requested facilities, or within ten (10) 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.

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, IntraLATA LEC Toll, and Jointly Provided Switched Access may be combined in a single LIS trunk group at access tandems as appropriate per Section 7.2.2.9.6. Jointly Provided Switched Access may, upon request, be routed on a separate LIS trunk group with all other traffic combined on the other trunk group at access tandems as appropriate per Section 7.2.2.9.6.

7.2.2.9.3.2 CLEC may combine their originating Exchange Service (EAS/Local) traffic, terminating IntraLATA LEC Toll traffic and Switched Access FG D traffic on the same FG D trunk group.

7.2.2.9.3.2.1 CLEC will order a two-way LIS trunk group to Qwest's access tandems for the purpose of exchanging originating and terminating Jointly Provided Switched Access traffic.

7.2.2.9.3.2.2 Qwest will send Qwest originating Exchange Service (EAS/Local) traffic, IntraLATA LEC Toll traffic and transit traffic on LIS trunks.

7.2.2.9.3.2.3 When CLEC chooses this option, CLEC will send a letter to Qwest prior to ordering this service to alert Qwest of the CLEC's plan to order their service in this manner. This letter will

indicate the CLEC's timeframe, FG D Provider and BANS and states involved in this option. Qwest will need up to two months lead time to ensure that the appropriate mechanized billing is set up.

7.2.2.9.4 Trunks will be ordered in increments of DS1 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 trunks may be ordered in DS0.

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 and 911 trunking.

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.

7.2.2.9.7 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.

#### 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). Charges for such testing are identified in Section 7.3.5.

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 Intercarrier Compensation**

#### **7.3.1 Interconnection Facility Options**

The Intercarrier 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 LIS Entrance Facilities

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

7.3.1.1.2 If CLEC chooses to provision LIS facilities over 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, 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.

## **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 and/or transiting 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 IntraLATA LEC 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, 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 the rates specified 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, based upon the fact that the traffic exchanged between the Parties historically has been roughly balanced or low in volume, 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 the Agreement, or (2) further action by the Federal Communications Commission (FCC), 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 Intentionally Left Blank.

7.3.4.1.3 Intentionally Left Blank.

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 the Agreement), the Parties agree that, based upon the fact that the traffic exchanged between the Parties historically has been roughly balanced or low in volume, 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 the Agreement, or (2) further action by the Federal Communications Commission (FCC), 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 Intentionally Left Blank.

7.3.4.2.3 Intentionally Left Blank.

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 Switch 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.



### **7.3.5 Miscellaneous Charges**

Miscellaneous Charges apply for the following miscellaneous services when provided with LIS trunks. Exhibit A includes a reference to the Tariff, catalog, price list, or other similar document that provides the amount of each Miscellaneous Charge.

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

7.3.5.2 Expedite requests for LIS trunk orders are available. 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 Dates. When expedites are approved, expedite charges apply per order for every day that the Due Date interval is shortened, based on the standard interval in the SIG or based on ICB criteria for Due Dates. Expedite charges apply to LIS trunk orders based on the rates described in Exhibit A.

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 an expedite will be approved only when resources are available and the request meets the criteria outlined in the Pre-Approved Expedite Process in Qwest's Product Catalog at Qwest's wholesale web site.

7.3.5.3 Additional testing, including cooperative acceptance testing, automatic scheduled testing, cooperative scheduled testing, manual scheduled testing, and non-scheduled testing, is available for LIS trunks.

### **7.3.6 ISP-Bound Traffic**

7.3.6.4 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 Parties disagree as to whether the provision of Local Transit is required to be provided under Section 251 of the Act. The Parties further disagree as to whether this service is required to be priced according to a TELRIC methodology. Notwithstanding the foregoing, the Parties have Local Transit terms, conditions and rates in this Agreement, at a rate that was negotiated solely for purposes of completing the agreement. The Parties agree that if the Commission, the FCC or a court of competent jurisdiction issues a legally binding ruling that Local Transit is not required to be provided under Section 251 of the Act or the service is not required to be priced according to a TELRIC methodology, either Party can provide a notice to the other Party to amend this Agreement or enter into an alternative service arrangement, or both, for Local Transit. If the Parties fail to agree upon such an

amendment or alternative service arrangement within 60 Days after the notification from the Party requesting the amendment, it will be resolved in accordance with the Dispute Resolution provision of this Agreement.

The following rates will apply:

7.3.7.1 Exchange Service (EAS/Local) Transit: The applicable per minute of use rate contained in Exhibit A of this Agreement, apply to the originating Party.

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

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

7.3.8 Signaling Parameters: Qwest and CLEC are required to provide each other the proper signaling information (e.g., originating Calling Party Number (CPN), Charge Number (ChN) 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 CPN, calling party category, ChN and Originating Line Information Parameter (OLIP) on calls destined for Interexchange Carriers (IXCs). All privacy indicators will be honored. Where SS7 connections exist, each Party shall pass all CCS signaling parameters, where available, on each EAS/Local and IntraLATA toll call carried over Interconnection trunks. All EAS/Local and IntraLATA Toll calls exchanged without ChN and/or CPN information will be billed as either EAS/Local Traffic or IntraLATA Toll Traffic in direct proportion to the minutes of use (MOU) of calls exchanged with ChN and/or CPN information for the preceding quarter when the calls traverse a Switched Access Feature Group D trunk group. If either Party fails to provide ChN and/or CPN (valid originating information), and cannot substantiate technical restrictions (i.e., MF signaling) such traffic will be billed as Intrastate Switched Access when the calls traverse an interconnection trunk. Traffic sent to the other Party on its interconnection trunks without ChN and/or 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 IntraLATA LEC 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/ChN 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/ChN failure and to assist its correction.

## 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](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 connecting 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 If CLEC uses a method of interconnection of one POI in the LATA or the access tandem for local traffic in accordance with Section 7.1.2 and/or 7.2.2.9.6, Qwest and CLEC will work together to review CLEC's network configuration in order to ensure correct and complete ASR ordering.

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) Days after the Service Date, the provider has the following options:

- a) The order will be canceled; cancellation charges as specified in 7.3.5.1 apply unless otherwise 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 31<sup>st</sup> Day after the Service Date.

## **7.5 Jointly Provided Switched Access Services**

7.5.1 Jointly Provided Switched Access Service is described 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 based on LERG routing, and is not modified by any provisions of this Agreement. Both Parties agree to comply with such guidelines. Qwest and CLEC agree that the originating, intermediate, and terminating LECs for switched access will cooperatively determine the Jointly Provided Switched Access arrangements in which all parties concur.

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, single tariff option.

7.5.4 A charge will apply for Category 11-01-XX Access Services records sent in an EMI mechanized format. These records can be 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 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 when Technically Feasible and commercially reasonable. 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 Section 222 of the Telecommunications Act and shall be used solely for the purposes of Billing the wireline LEC. CLEC will provide to Qwest information to enable Qwest 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 when Technically Feasible and commercially reasonable. 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 Section 222 of the Telecommunications 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 CLEC may order transit records from Qwest and a charge will apply for Category 11-01-XX transit records sent in an EMI mechanized format. These records can be used to provide information necessary for each Party to bill the originating Carrier for transit when Technically Feasible. The charge for each 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 – INTENTIONALLY LEFT BLANK**

## **Section 9.0 – INTENTIONALLY LEFT BLANK**

## **Section 10.0 – ANCILLARY SERVICES**

### **10.1 Intentionally Left Blank**

### **10.2 Local Number Portability**

#### **10.2.1 Description**

10.2.1.1 Local Number Portability (LNP) is defined by the FCC as the ability of users of Telecommunications Services to retain, at the same location, existing Telecommunications numbers without impairment of quality, reliability, or convenience when switching from one Telecommunications Carrier to another. Qwest will allow CLEC to port telephone numbers for its End User Customers in the same manner as Qwest ports telephone numbers for Qwest End User Customers. CLEC may port telephone numbers into and out of Qwest End Office Switches on behalf of an End User Customer using the FCC rules and industry guidelines as described in the following Sections.

10.2.1.2 Qwest uses the Location Routing Number (LRN) architecture. Under the LRN architecture, each End Office Switch is assigned a unique ten-digit LRN, the first six digits of which identify the location of that End Office Switch. The LRN technology is a triggering and addressing method which allows the re-homing of individual telephone numbers to other End Office Switches and ensures the proper routing of calls to ported telephone numbers through the use of a database and the signaling network. The LRN solution interrupts call processing through the use of an Advanced Intelligent Network (AIN) trigger, commonly referred to as the LRN trigger. During this interruption, a query is launched to the LNP database in the signaling network and the call is re-addressed using the LRN information for the ported telephone number. The LRN will route the call to the proper End Office Switch destination. The actual routing of the call with either the dialed telephone number, for calls to non-ported telephone numbers, or the LRN, for calls to ported telephone numbers, observes the rules, protocols and requirements of the existing Public Office Dialing Plan (PODP).

#### **10.2.2 Terms and Conditions**

10.2.2.1 Qwest will provide Local Number Portability (LNP), also known as long-term number portability, in a non-discriminatory manner in compliance with the FCC's rules and regulations and the guidelines of the FCC's North American Numbering Council's (NANC) Local Number Portability Administration (LNPA) Working Group and the Industry Numbering Committee (INC) of the Alliance for Telecommunications Industry Solutions (ATIS). Unless specifically excluded in Section 10.2.2.6, all telephone numbers assigned to an End User Customer are available to be ported through LNP. Mass calling events shall be handled in accordance with the industry's non-LRN recommendation (NANC's High Volume Call-In Networks dated February 18, 1998).

10.2.2.2 Each Party shall use reasonable efforts to facilitate the expeditious deployment of LNP. The Parties shall comply with the processes and implementation

schedules for LNP deployment prescribed by the FCC. In accordance with industry guidelines, the publications of LNP capable End Office Switches and the schedule and status for future deployment will be identified in the Local Exchange Routing Guide (LERG).

10.2.2.3 In connection with the provision of LNP, the Parties agree to support and comply with all relevant requirements or guidelines that are adopted by the FCC, or that are agreed to by the Telecommunications industry as a national industry standard.

10.2.2.4 Qwest will coordinate LNP with Unbundled Loop cutovers in a reasonable amount of time and with minimum service disruption, pursuant to Unbundled Loop provisions identified in Section 9 of this Agreement. CLEC will coordinate with Qwest for the transfer of the Qwest Unbundled Loop coincident with the transfer of the End User Customer's service to Qwest in a reasonable amount of time and with minimum service disruption. For coordination with Loops not associated with Qwest's Unbundled Loop offering, CLEC may order the LNP managed cut, as described in Section 10.2.5.4.

10.2.2.4.1 Parties understand that LNP order activity must be coordinated with facilities cutovers in order to ensure that the End User Customer is provided with uninterrupted service. If the Party porting the telephone number experiences problems with its port or provision of its Loop, and needs to delay or cancel the port and any Loop disconnection, that Party shall notify the other Party immediately. Parties will work cooperatively and take prompt action to delay or cancel the port and any Loop disconnection in accordance with industry (LNPA's National Number Porting Operations Team), accepted procedures to minimize End User Customer service disruptions.

10.2.2.4.2 Parties shall transmit a port create subscription or port concurrence message to the NPAC, in accordance with the FCC's LNPA Working Group's guidelines. Qwest will routinely send a concurrence message within the time frames established by the industry.

10.2.2.5 The Parties agree to implement LNP within the guidelines set forth by the generic technical requirements for LNP as specified in Section 21 of this Agreement.

10.2.2.6 Neither Party shall be required to provide Local Number Portability for telephone numbers that are excluded by FCC rulings (e.g. 500 and 900 NPAs, 950 and 976 NXX number services).

10.2.2.7 After an End Office Switch becomes equipped with LNP, all NXXs assigned to that End Office Switch will be defined as portable, to the extent Technically Feasible, and translations will be changed in each Party's Switches so that the portable NXXs are available for LNP database queries. When an NXX is defined as portable, it will also be defined as portable in all LNP-capable End Office Switches that have direct trunks to the End Office Switch associated with the portable NXX.

10.2.2.8 Each Party shall offer Local Number Portability to End User Customers for any portion of an existing DID block without being required to port the entire block of DID telephone numbers. Each Party shall permit End User Customers who port a portion of DID telephone numbers to retain DID service on the remaining portion of the DID telephone numbers.

10.2.2.9 At the time of porting a telephone number via LNP from Qwest, Qwest shall ensure that the LIDB entry for that telephone number is de-provisioned if the Qwest LIDB is not being used by CLEC.

10.2.2.10 Both Parties agree to follow the LNP End Office Switch request process established by the Parties and in compliance with industry guidelines.

10.2.2.11 NXX Migration, or Local Exchange Routing Guide Reassignment, reassigns the entire Central Office Code (NXX) to CLEC's End Office Switch if the code is used solely for one End User Customer. Where one Party has activated an entire NXX for a single End User Customer, or activated a substantial portion of an NXX for a single End User Customer with the remaining telephone numbers in the NXX either reserved for future use or otherwise unused, if such End User Customer chooses to receive service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned to an End Office Switch operated by the second Party through the NANP administrator. In addition, both Parties agree to cooperate in arranging necessary updates and industry notification in the LERG (and associated industry databases, routing tables, etc.). Such transfer will be accomplished with appropriate coordination between the Parties and subject to appropriate industry lead-times (as identified in the LERG and the Central Office Code Administration guidelines) for movement of NXXs from one End Office Switch to another. Other applications of NXX migration will be discussed by the Parties as circumstances arise.

10.2.2.12 In connection with all LNP requests, the Parties agree to comply with the National Emergency Number Association (NENA) recommended standards for service provider Local Number Portability (NENA-02-011), as may be updated from time to time, regarding unlocking and updating End User Customers' telephone number records in the 911/Automatic Location Information (ALI) database. The Current Service Provider shall send the 911 unlock record on the completion date of the order to the 911 database administrator.

10.2.2.13 Porting of Reserved Numbers. The End User Customers of each Party may port Reserved Numbers from one Party to the other Party via LNP. Qwest will port telephone numbers previously reserved by the End User Customer via the appropriate retail Tariffs until these reservations expire. Qwest will reserve telephone numbers in accordance with the FCC's rules.

10.2.2.14 Limits on Subscriber Relocation. Qwest and CLEC agree that an End User Customer may geographically relocate at the same time as it ports its telephone number, using LNP, to the New Service Provider; provided, however, that the Current Service Provider may require that the End User Customer's relocation at the time of the port to the New Service Provider be limited to the geographic area represented by the NXX of the ported telephone number. The Current Service Provider may not impose a relocation limitation on the New Service Provider or the New Service Provider's subscribers that is more restrictive than that which the Current Service Provider would impose upon its own subscribers with telephone numbers having the same NXX as the telephone number(s) being ported. In addition, the Current Service Provider may not impose any restrictions on relocation within the same Rate Center by a ported End User Customer while that End User Customer is served by the New Service Provider.



### **10.2.3 Service Management System**

10.2.3.1 Each Party shall sign the appropriate NPAC user agreement(s) and obtain certification from the appropriate NPAC administrator(s) that the Party or the Party's Service Order Administration (SOA) and Local Service Management System (LSMS) vendor(s) has systems and equipment that are compatible with the NPAC's established protocols and that the application of such systems and equipment is compatible with the NPAC.

10.2.3.2 Each Party shall cooperate to facilitate the administration of the SMS through the process prescribed in the documents referenced in Section 21.

### **10.2.4 Database and Query Services**

10.2.4.1 The LNP database provides the call routing information used by Qwest's End Office Switches and Tandem Switches to route CLEC's End User Customer's calls to a ported telephone number or to terminate calls to CLEC's End User Customers using a ported telephone number. Qwest shall perform default LNP queries where CLEC is unable to perform its own query. CLEC shall perform default LNP queries where Qwest is unable to perform its own query. Qwest query services and charges are defined in FCC Tariff #5, including End Office and Tandem Switch Default Query Charges which are contained in Tariff Section 13 (Miscellaneous Service) and Database Query Charges which are contained in Tariff Section 20 (CCSAC Service Applications).

10.2.4.2 For local calls to a NXX in which at least one (1) telephone number has been ported via LNP at the request of CLEC, the Party that owns the originating Switch shall query an LNP database as soon as the call reaches the first LNP-capable Switch in the call path. The Party that owns the originating Switch shall query on a local call to a NXX in which at least one (1) telephone number has been ported via LNP prior to any attempts to route the call to any other Switch. Prior to the first telephone number in a NXX being ported via LNP at the request of CLEC, Qwest may query all calls directed to the NXX, subject to the Billing provisions as discussed in Section 10.2.4.1 and provided that Qwest queries shall not adversely affect the quality of service to CLEC's End User Customers as compared to the service Qwest provides its own End User Customers.

10.2.4.3 A Party shall be charged for a LNP query by the other Party only if the Party to be charged is the N-1 Carrier and it was obligated to perform the LNP query but failed to do so. Parties are not obligated to perform the LNP query prior to the first port requested in a NXX.

10.2.4.4 On calls originating from a Party's network, the Party will populate, if Technically Feasible, the Jurisdiction Information Parameter (JIP) with the first six digits of the originating LRN in the SS7 Initial Address Message.

10.2.4.5 Each Party shall cooperate in the process of porting telephone numbers from one Carrier to another so as to limit service outage for the ported End User Customer. Qwest shall update its LNP database from the NPAC SMS data within fifteen (15) minutes of receipt of a download from the NPAC SMS.

## 10.2.5 Ordering

10.2.5.1 Both Parties shall comply with ordering standards as developed by the industry and as described in Section 12 of this Agreement. LNP service is ordered via a Local Service Request and associated LNP forms. CLEC may order LNP either manually or through an electronic interface. The electronic gateway solution for ordering service is described in Section 12 of this Agreement.

10.2.5.2 Standard Due Date Intervals. Service intervals for LNP are described below. These intervals include the time for Firm Order Confirmation (FOC). Orders received after 7:00 p.m. (Mountain Time) are considered the next business day. The following service intervals have been established for LNP:

	Telephone Numbers To Port	Interval*
<u>Simple</u> (1FR/1FB)	1-5	3 business days (includes FOC 24 hr interval)
	6-50	4 business days (includes FOC 24 hr interval)
	51 or more	Project Basis
<u>Complex</u> (PBX Trunks, ISDN, Centrex)	1-25	5 business days (includes FOC 24 hr interval)
	26 or more	Project Basis

\*Intervals for LNP with Unbundled Loops shall be governed by Section 9.2 of the Agreement.

10.2.5.3 Most LNP order activity is flow-through, meaning that the ten (10) digit unconditional trigger, or Line Side Attribute (LSA) trigger, can be set automatically. CLEC may request any Due Date/Frame Due Time (DD/FDT) where the trigger can be set automatically, although there may be some instances when Qwest or the Number Portability Administration Center/Service Management System (NPAC/SMS) will provide prior electronic notice of specific blocks of time which cannot be used as a DD/FDT due to scheduled maintenance or other circumstances. If the DD/FDT on a flow-through cut is outside Qwest's normal business hours for LNP, Qwest will have personnel available in the repair center to assist in the event that CLEC experiences problems during the cut. In addition, Qwest allows CLEC to request a managed cut on a 24 X 7 basis in those situations where a cut would otherwise have been flow-through, but where CLEC has a business need to have Qwest personnel dedicated to the cut. The terms and conditions for managed cuts are described in 10.2.5.4.

10.2.5.3.1 Qwest will set the ten (10) digit unconditional trigger for telephone numbers to be ported, unless technically infeasible, by 11:59 p.m.

(local time) on the business day preceding the scheduled port date. (A 10-digit unconditional trigger cannot be set for DID services in AXE10 and DMS10 End Office Switches thus managed cuts are required, at no charge.) The ten (10) digit unconditional trigger and End Office Switch translations associated with the End User Customer's telephone number will not be removed, nor will Qwest disconnect the End User Customer's Billing and account information, until 11:59 p.m. (local time) of the next business day after the Due Date. CLEC is required to make timely notifications of Due Date changes or cancellations by 8:00 p.m. (Mountain Time) on the Due Date through a supplemental LSR order. In the event CLEC does not make a timely notification, CLEC may submit a late notification to Qwest as soon as possible but in no event later than 12:00 p.m. (mountain time) the next business day after the Due Date to Qwest's Interconnect Service Center in the manner set forth below. For a late notification properly submitted, Qwest agrees to use its best efforts to ensure that the End User Customer's service is not disconnected prior to 11:59 p.m. of the next business day following the new Due Date or, in the case of a cancellation, no disruption of the End User Customer's existing service. Late notifications must be made by calling Qwest's Interconnect Service Center followed by CLEC submitting a confirming supplemental LSR order.

10.2.5.4 LNP Managed Cut With CLEC-Provided Loop: A managed cut permits CLEC to select a project managed cut for LNP. Managed cuts are offered on a 24 X 7 basis.

10.2.5.4.1 The date and time for the managed cut requires up-front planning and may need to be coordinated between Qwest and CLEC. All requests will be processed on a first come, first served basis and are subject to Qwest's ability to meet a reasonable demand. Considerations such as system downtime, Switch upgrades, Switch maintenance, and the possibility of other CLECs requesting the same FDT in the same End Office Switch (Switch contention) must be reviewed. In the event that any of these situations would occur, Qwest will coordinate with CLEC for an agreed upon FDT, prior to issuing the Firm Order Confirmation (FOC). In special cases where a FDT must be agreed upon, the interval to reach agreement will not exceed two (2) days. In addition, standard intervals will apply.

10.2.5.4.2 CLEC shall request a managed cut by submitting a Local Service Request (LSR) and designating this order as a managed cut in the remarks section of the LSR form.

10.2.5.4.3 CLEC will incur additional charges for the managed cut dependent upon the FDT. The rates are based upon whether the request is within Qwest's normal business hours or out of hours. Qwest's normal business hours are 7:00 a.m. to 7:00 p.m., End User Customer local time, Monday through Friday. The rate for managed cuts during normal business hours is the standard rate. The rate for managed cuts out of hours, except for Sundays and Holidays, is the overtime rate. Sundays and Holidays are at premium rate.

10.2.5.4.4 Charges for managed cuts shall be based upon actual hours worked in one-half (½) hour increments. Exhibit A of this Agreement contains the rates for managed cuts. CLEC understands and agrees that in the event CLEC

does not make payment for managed cuts, unless disputed as permitted under Section 5.4 of this Agreement, Qwest shall not accept any new LSR requests for managed cuts.

10.2.5.4.5 Qwest will schedule the appropriate number of employees prior to the cut, normally not to exceed three (3) employees, based upon information provided by CLEC. CLEC will also have appropriate personnel scheduled for the negotiated FDT. If CLEC's information is modified during the cut, and, as a result, non-scheduled employees are required, CLEC shall be charged a three (3) hour minimum callout charge per each additional non-scheduled employee. If the cut is either cancelled, or supplemented to change the Due Date, within twenty-four (24) hours of the negotiated FDT, CLEC will be charged a one person three (3) hour minimum charge. If the cut is cancelled due to a Qwest error or a new Due Date is requested by Qwest within twenty-four (24) hours of the negotiated FDT, Qwest may be charged by CLEC one person three (3) hour minimum charge as set forth in Exhibit A.

10.2.5.4.6 In the event that the LNP managed cut conversion is not successful, CLEC and Qwest agree to isolate and fix the problem in a timeframe acceptable to CLEC or the End User Customer. If the problem cannot be corrected within an acceptable timeframe to CLEC or the End User Customer, CLEC may request the restoration of Qwest service for the ported End User Customer. Such restoration shall begin immediately upon request. If CLEC is in error then a supplemental order shall be provided to Qwest. If Qwest is in error, no supplemental order or additional order will be required of CLEC.

10.2.5.4.7 Qwest shall ensure that any LNP order activity requested in conjunction with a managed cut shall be implemented in a manner that avoids interrupting service to the End User Customer, including, without limitation, ensuring that the End User Customer's Qwest Loop will not be disconnected prior to confirmation that CLEC's Loop has been successfully installed.

## **10.2.6 Maintenance and Repair**

10.2.6.1 Each Party is responsible for its own End User Customers and will have the responsibility for resolution of any service trouble report(s) from its End User Customers. End User Customers will be instructed to report all cases of trouble to their Current Service Provider.

10.2.6.2 Each Party will provide its respective End User Customers the correct telephone numbers to call for access to its respective repair bureau. Each Party will provide its repair contact telephone numbers to one another on a reciprocal basis.

10.2.6.3 Qwest will work cooperatively with CLEC to isolate and resolve trouble reports. When the trouble condition has been isolated and found to be within a portion of the Qwest network, Qwest will perform standard tests and isolate and repair the trouble within twenty-four (24) hours of receipt of the report.

10.2.6.4 Qwest will proactively test new Switch features and service offerings to ensure there are no problems with either the porting of telephone numbers or calls from Qwest End User Customers to CLEC End User Customers with ported telephone

numbers or vice versa.

### **10.2.7 Rate Elements**

10.2.7.1 Qwest will comply with FCC and Commission rules on cost recovery for Local Number Portability.

## **10.3 911/E911 Service**

### **10.3.1 Description**

10.3.1.1 911 and E911 provides an End User Customer access to the applicable emergency service bureau, where available, by dialing a 3-digit universal telephone number (911).

10.3.1.2 Automatic Location Identification/Data Management System (ALI/DMS). The ALI/DMS database contains End User Customer information (including name, address, telephone number, and sometimes special information from the Current Service Provider or End User Customer) used to determine to which Public Safety Answering Point (PSAP) to route the call. The ALI/DMS database is used to provide more routing flexibility for E911 calls than Basic 911.

10.3.1.3 Basic 911 directly connects to the PSAP all 911 calls from one or more local exchange End Office Switches that serve a geographic area. E911 provides additional Selective Routing flexibility for 911 calls. E911 uses End User Customer data, contained in the ALI/DMS, to determine to which Public Safety Answering Point (PSAP) to route the call.

### **10.3.2 Terms and Conditions**

10.3.2.1 Qwest will provide nondiscriminatory access to the same Basic 911 or Enhanced 911 features, functions and services that Qwest provides to its End User Customers. E911 functions provided to CLEC shall be at the same level of accuracy and reliability as for such support and services that Qwest provides to its End User Customers for such similar functionality.

10.3.2.2 In counties where Qwest has obligations under existing agreements as the primary provider of the 911 system to the county, CLEC will participate in the provision of the 911 System as described in Section 10.3.

10.3.2.3 Qwest shall conform to all state regulations concerning emergency services.

10.3.2.4 Qwest shall route E911 calls to the appropriate PSAP.

10.3.2.5 Each Party will be responsible for those portions of the 911 system for which it has total control, including any necessary maintenance to each Party's portion of the 911 system.

10.3.2.6 Qwest will provide CLEC with the identification of the Qwest 911 controlling office that serves each geographic area served by CLEC.

10.3.2.7 Qwest will provide CLEC with the ten-digit telephone numbers of each PSAP agency, for which Qwest provides the 911 function, to be used by CLEC to acquire emergency telephone numbers for operators to handle emergency calls in those instances where CLEC's End User Customer dials "0" instead of "911". It shall be the responsibility of CLEC to verify or confirm the appropriate use of the contact information provided by Qwest with each PSAP prior to offering 911 calls or publication of such data.

10.3.2.8 If a third party is the primary service provider to a county, CLEC will negotiate separately with such third party with regard to the provision of 911 services to the county. All relations between such third party and CLEC are separate from this Agreement and Qwest makes no representations on behalf of the third party.

10.3.2.9 If CLEC is the primary service provider to the county, CLEC and Qwest will negotiate the specific provisions necessary for providing 911 services to the county and will include such provisions in an amendment to this Agreement.

10.3.2.10 CLEC will separately negotiate with each county regarding the collection and reimbursement to the county of applicable End User Customer taxes for 911 services.

10.3.2.11 CLEC is responsible for network management of its network components in compliance with the Network Reliability Council Recommendations and meeting the network standard of Qwest for the 911 call delivery.

10.3.2.12 The Parties shall provide a single point of contact to coordinate all activities under this Agreement.

10.3.2.13 Neither Party will reimburse the other for any expenses incurred in the provision of E911 services. All costs incurred by the Parties for 911/E911 services shall be billed to the appropriate PSAP.

10.3.2.14 Qwest's designated E911 database provider, an independent third party, will be responsible for maintaining the E911 database. CLEC shall have non-discriminatory unbundled access to the E911 database, including the listings of other LECs for purposes of providing 911 services related to the public health, safety and welfare.

### **10.3.3 E911 Database Updates**

10.3.3.1 CLEC exchanges to be included in Qwest's E911 Database will be indicated via written notice to the appropriate 911 authority (state agency or PSAP administrator or county) and will not require an amendment to this Agreement.

10.3.3.2 Qwest's designated E911 database provider, an independent third party, will be responsible for maintaining the E911 database. Qwest, or its designated database provider, will provide to CLEC an initial copy of the most recent Master Street Address Guide (MSAG), and subsequent versions on a quarterly basis, at no charge. MSAGs provided outside the quarterly schedule will be provided and charged on an Individual Case Basis. The data will be provided in computer readable format. Qwest shall provide CLEC access to the Master Street Address Guide at a level of accuracy and reliability that is equivalent to the access Qwest provides to itself.

#### **10.3.4 E911 Database Updates for Facilities-Based CLECs**

10.3.4.1 Qwest will ensure that the 911 database entries for CLEC will be maintained with the same accuracy and reliability that Qwest maintains for Qwest's own End User Customers.

10.3.4.2 For Selective Routing table updates, facilities-based CLECs will negotiate directly with Qwest's database provider for the input and validation of End User Customer data into the Qwest Automatic Location Identification (ALI) database. CLEC will negotiate directly with the PSAP (or PSAP agency's) DMS/ALI provider for input of End User Customer data into the ALI database. In most cases the Selective Routing table updates and the ALI database will be managed by the same provider. CLEC assumes all responsibility for the accuracy of the data that CLEC provides for MSAG preparation and E911 Database operation.

10.3.4.3 If it is facilities-based, CLEC will provide End User Customer data to Qwest's agent for the Qwest ALI database utilizing NENA-02-010 Recommended Formats and Protocols For ALI Data Exchange standards. Qwest will furnish CLEC any variations to NENA recommendations required for ALI database input.

10.3.4.4 If it is facilities-based, CLEC will provide End User Customer data to Qwest's database provider for Qwest's ALI database that is MSAG valid and meets all components of the NENA-02-011 Recommended Data Standards for Local Exchange Carriers, ALI Service Providers and 9-1-1 Jurisdictions standard format, as specified by Qwest.

10.3.4.5 If it is facilities-based, CLEC will update its End User Customer records provided to Qwest's database provider for Qwest's ALI database to agree with the 911 MSAG standards for its service areas.

10.3.4.6 Qwest's E911 database administrator, an independent third party, shall resolve failed Local Number Portability migrate records in accordance with the NENA standard, NENA-02-011 Sections 22B.1-2, for Qwest records where Qwest is the donor company as defined in the NENA standard. The Qwest E911 database administrator will compare CLEC's (i.e., recipient company as defined in the NENA standard) failed migrate records to the Regional Number Portability Administration Center's (NPAC) database once each business day to determine if the migrate record (i.e., ported telephone number) has been activated by the recipient company. If the migrate record has been activated by CLEC in the NPAC, the record shall be unlocked and the migrate record processed. If, at the end of ten (10) business days, the NPAC database does not show the migrate record as activated or the record owner identification does not match, the migrate record will be rejected. The E911 database administrator will send reports regarding CLEC's failed migrate records (i.e., 755 error code) and rejected migrate records (i.e., 760 error code) to CLEC or CLEC's designated database administrator. Qwest's E911 database administrator will also resolve failed migrate records for CLEC, if valid based on the NPAC database.

#### **10.3.5 E911 Database Updates for Resale Based CLECs**

10.3.5.1 For resold services, Qwest, or its designated database provider, will provide updates to the ALI database in a manner that is at the same level of accuracy

and reliability as such updates are provided for Qwest's End User Customers. For resold accounts, CLEC shall provide Qwest with accurate End User Customer location information to be updated to the ALI/DMS database. Qwest shall use its current process to update and maintain End User Customer information in the ALI/DMS database.

### **10.3.6 E911 Database Accuracy**

10.3.6.1 E911 Database accuracy shall be measured jointly by the PSAPs and Qwest's database provider in a format supplied by Qwest. The reports shall be forwarded to CLEC by Qwest's database provider when relevant and will indicate incidents when incorrect or no ALI data is displayed. The reports provided to CLEC shall contain CLEC-specific information regarding CLEC's accounts.

10.3.6.2 Each discrepancy report will be jointly researched by Qwest and CLEC. Corrective action will be taken immediately by the responsible Party.

10.3.6.3 Each Party providing updates to the E911 database will be responsible for the accuracy of its End User Customer records. Each Party providing updates specifically agrees to indemnify and hold harmless the other Party from any claims, damages, or suits related to the accuracy of End User Customer data provided for inclusion in the E911 Database.

10.3.6.3 Intentionally Left Blank.

10.3.6.4 Qwest and its vendor will provide non-discriminatory error correction for records submitted to the Automatic Location Identification (ALI) database. For resold accounts, if vendor detects errors, it will attempt to correct them. If vendor is unable to correct the error, vendor will contact Qwest for error resolution. For errors referred to Qwest, Qwest will provide the corrections in a non-discriminatory manner. If Qwest is unable to resolve the error, Qwest will contact the Resale-CLEC for resolution. In the case of facilities-based CLECs, the vendor will interface directly with CLEC to resolve record errors.

### **10.3.7 E911 Interconnection**

10.3.7.1 If required by CLEC, Qwest shall interconnect direct trunks from CLEC's network to the Basic 911 PSAP, or the E911 tandem. Such trunks may alternatively be provided by CLEC. If provided by Qwest, such trunks will be provided on a non-discriminatory basis. Qwest shall provide special protection identification for CLEC 911 circuits in the same manner as Qwest provides for its 911 circuits.



10.3.7.1.1 The Parties shall establish a minimum of two (2) dedicated trunks from CLEC's Central Office to each Qwest 911/E911 Selective Router (i.e., 911 Tandem Office) that serves the areas in which CLEC provides Exchange Service, for the provision of 911/E911 services and for access to all subtending PSAPs (911 Interconnection Trunk Groups). CLEC can order diverse routing for 911/E911 circuits, if facilities are available. When Qwest facilities are available, Qwest will comply with diversity of facilities and systems as ordered by CLEC. Where there is alternate routing of 911/E911 calls to a PSAP in the event of failures, Qwest shall make that alternate routing available to CLEC.

10.3.7.1.2 911 Interconnection Trunk Groups must be, at a minimum, DS0 level trunks configured as a 2-wire analog interface or as part of a digital (1.544 Mbps) interface. Either configuration must use Centralized Automatic Message Accounting (CAMA) type signaling with MF tones that will deliver Automatic Number Identification (ANI) with the voice portion of the call, or Signaling System 7 (SS7) if available (i.e., other signaling technology as available). All 911 Interconnection trunk groups must be capable of transmitting and receiving Baudot code necessary to support the use of Telecommunications Devices for the Deaf (TTY/TDDs).

10.3.7.1.3 Qwest shall begin restoration of 911/E911 trunking facilities immediately upon notification of failure or outage. Qwest must provide priority restoration of trunks or network outages on the same terms and conditions it provides itself. CLEC will be responsible for the isolation, coordination, and restoration of all 911 network maintenance problems to CLEC's demarcation. Qwest will be responsible for the coordination and restoration of all 911 network maintenance problems beyond the demarcation. Qwest repair service includes testing and diagnostic service from a remote location, dispatch of or in-person visit(s) of personnel. Where an on-site technician is determined to be required, a technician will be dispatched without delay. CLEC is responsible for advising Qwest of the circuit identification when notifying Qwest of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. Qwest will refer network trouble to CLEC if no defect is found in Qwest's network. The Parties agree that 911 network problem resolution will be managed in an expeditious manner at all times.

10.3.7.2 For CLEC-identified 911 trunk blockages, Qwest agrees to take corrective action using the same trunking service procedures used for Qwest's own E911 trunk groups.

10.3.7.3 The Parties will cooperate in the routing of 911 traffic in those instances where the ALI/ANI information is not available on a particular 911 call.

10.3.7.4 For facilities-based CLEC using its own switch(es), Qwest shall provide 911 Interconnection, including the provision of dedicated trunks from CLEC End Office Switch to the 911 control office, at Parity with what Qwest provides itself.

10.3.7.5 For CLEC's resale local exchange lines, Qwest shall provide access to the same 911 trunks used for Qwest's retail End User Customers which extend from the Qwest End Office Switch to the Basic 911 PSAP or the E911 Tandem Switch. CLEC access to such 911 trunks shall be on a shared, non-discriminatory basis.

### **10.3.8 E911 and Number Portability**

10.3.8.1 When a Qwest telephone number is ported out, receiving CLEC shall be responsible to update the ALI/DMS database. When CLEC's telephone number is ported in, Qwest shall be responsible to update the ALI/DMS database.

## **10.4 White Pages Directory Listings Service**

### **10.4.1 Description**

White Pages Directory Listings Service consists of Qwest placing the names, addresses and telephone numbers of CLEC's End User Customers in Qwest's Listings database, based on End User Customer information provided to Qwest by CLEC. Qwest is authorized to use CLEC End User Customer Listings as noted below.

### **10.4.2 Terms and Conditions**

10.4.2.0 White Pages Directory Listings Service is provided to reseller CLEC with CLEC's resold local exchange lines, and such Listings include terms and conditions (except prices) for Listings 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. White Pages Directory Listings Service is available to facilities-based CLEC as described in this Section.

10.4.2.1 Reseller CLEC and facilities-based CLEC using Qwest's switching services to provide local Exchange Service will provide, and facilities-based CLEC using its own or a third party's Switch(es) may provide, to Qwest, in standard format, by mechanized or by manual transmission to Qwest, its primary, premium and privacy Listings.

10.4.2.1.1 Qwest will accept one (1) primary Listing for each main telephone number belonging to CLEC's resale and facilities-based End User Customers at no monthly recurring charge.

10.4.2.1.2 CLEC will be charged for its resale premium Listings (e.g., additional, foreign, cross-reference) and privacy Listings (i.e., nonlisted and nonpublished) at Qwest's General Exchange Listing Tariff rates, less the wholesale discount, if any, as described in Exhibit A. CLEC will be charged for its facilities-based premium Listings (e.g., additional, foreign, cross-reference) and privacy Listings (i.e., nonlisted and nonpublished) at market-based prices contained in Exhibit A. Primary Listings and other types of Listings are defined in the Qwest General Exchange Tariffs.

10.4.2.2 Intentionally Left Blank.

10.4.2.3 Information on submitting and updating Listings is available in "Facility Based CLECs and Reseller/Unbundled Network CLECs Directory Listings User Document." Qwest will furnish CLEC Listings format specifications. Directory publishing schedules and deadlines for Qwest's official directory publisher will be provided to CLEC.

10.4.2.4 If CLEC provides its End User Customer's Listings to Qwest, CLEC grants Qwest access to CLEC's End User Customer Listings information for use in its Directory Assistance Service as described in Section 10.5, and in its Directory Assistance List Service as described in Section 10.6, and for other lawful purposes, except that CLEC's Listings supplied to Qwest by CLEC and marked as nonpublished or nonlisted Listings shall not be used for marketing purposes subject to the terms and conditions of this Agreement. Qwest will incorporate CLEC End User Customer Listings in the Directory Assistance Database. Qwest will incorporate CLEC's End User Customer Listings information in all existing and future Directory Assistance applications developed by Qwest. Should Qwest cease to be a Telecommunications Carrier, by virtue of a divestiture, merger or other transaction, this access grant automatically terminates.

10.4.2.5 CLEC End User Customer Listings will be treated the same as Qwest's End User Customer Listings. Prior written authorization from CLEC, which authorization may be withheld, shall be required for Qwest to sell, make available, or release CLEC's End User Customer Listings to directory publishers, or other third parties other than Directory Assistance providers. No prior authorization from CLEC shall be required for Qwest to sell, make available, or release CLEC's End User Customer Directory Assistance Listings to Directory Assistance providers. Listings shall not be provided or sold in such a manner as to segregate End User Customers by Carrier. Qwest will not charge CLEC for updating and maintaining Qwest's Listings databases. CLEC will not receive compensation from Qwest for any sale of Listings by Qwest as provided for under this Agreement.

10.4.2.6 To the extent that state Tariff(s) limit Qwest's liability with regard to Listings, the applicable state Tariff(s) is incorporated herein and supersedes the Limitation of Liability section of this Agreement with respect to Listings only.

10.4.2.7 Qwest is responsible for maintaining Listings, including entering, changing, correcting, rearranging and removing Listings in accordance with CLEC orders.

10.4.2.8 Qwest provides non-discriminatory appearance and integration of white pages directory Listings for all CLEC's and Qwest's End User Customers. All requests for white pages directory listings, whether for CLEC or Qwest End User Customers, follow the same processes for entry into the Listings database.

10.4.2.9 Qwest will take reasonable steps in accordance with industry practices to accommodate CLEC's nonpublished and nonlisted Listings provided that CLEC has supplied Qwest the necessary privacy indicators on such Listings.

10.4.2.10 CLEC's white pages directory listings will be in the same font and size as Listings for Qwest End User Customers, and will not be separately classified.

10.4.2.11 Qwest processes for publication of white pages Directory Listings will make no distinction between CLEC's and Qwest's subscribers. CLEC's Listings will be provided with the same accuracy and reliability as Qwest's End User Customer Listings. Qwest will ensure CLEC's Listings provided to Qwest are included in the white pages directory published on Qwest's behalf using the same methods and procedures, and under the same terms and conditions, as Qwest uses for its own End User Customer

Listings.

10.4.2.12 For CLEC's End User Customers whose Listings CLEC provides to Qwest for submission to its official directory publisher, Qwest shall ensure its third party publisher distributes appropriate alphabetical and classified directories (white and yellow pages) and recycling services to such CLEC End User Customers at Parity with Qwest End User Customers, including providing directories a) upon establishment of new service; b) during annual mass distribution; and c) upon End User Customer request.

10.4.2.13 CLEC shall use commercially reasonable efforts to ensure that Listings provided to Qwest are accurate and complete. All third party Listings information is provided AS IS, WITH ALL FAULTS. CLEC further represents that it shall review all Listings information provided to Qwest, including End User Customer requested restrictions on use, such as nonpublished and nonlisted restrictions.

10.4.2.14 Intentionally Left Blank.

10.4.2.15 CLEC shall be solely responsible for knowing and adhering to state laws or rulings regarding Listings and for supplying Qwest with the applicable Listing information. Qwest understands that certain states, including, but not necessarily limited to, Minnesota, South Dakota, and Washington, have enacted statutes that impose certain requirements upon the provision of wireless listings, and CLEC represents and warrants that listings CLEC submits to Qwest reflect and are provided in full compliance with applicable laws and regulations, including but not limited to, laws and regulations applicable to wireless listings.

10.4.2.16 CLEC agrees to provide to Qwest its End User Customer names, addresses and telephone numbers in a standard mechanized or manual format, as specified by Qwest.

10.4.2.17 CLEC will supply its ACNA/CIC or CLCC/OCN, as appropriate, with each order to provide Qwest the means of identifying Listings ownership.

10.4.2.18 Prior to placing Listings orders on behalf of End User Customers, CLEC shall be responsible for obtaining, and have in its possession, Proof of Authorization (POA), as set forth in Section 5.3 of this Agreement.

10.4.2.19 For Listings that CLEC submits to Qwest, Qwest will provide monthly Listing verification proofs that provide the data to be displayed in the published white pages directory and available on Qwest's Directory Assistance Service. Verification proofs containing nonpublished and nonlisted Listings are also available upon request on the same monthly schedule.

10.4.2.20 Qwest will provide CLEC a reasonable opportunity to verify the accuracy of its Listings to be included in the white pages directory and in Qwest's Directory Assistance Service.

10.4.2.21 CLEC may review and if necessary edit its white page Listings prior to the close date for publication in the directory.

10.4.2.22 CLEC is responsible for all dealings with, and on behalf of, CLEC's End

User Customers, including:

10.4.2.22.1 All End User Customer account activity (e.g., End User Customer queries and complaints);

10.4.2.22.2 All account maintenance activity (e.g., additions, changes, issuance of orders for Listings to Qwest);

10.4.2.22.3 Determining privacy requirements and accurately coding the privacy indicators for CLEC's End User Customer information (if End User Customer information provided by CLEC to Qwest does not contain a privacy indicator, no privacy restrictions will apply); and

10.4.2.22.4 Any additional services requested by CLEC's End User Customers.

10.4.2.23 Pursuant to Sections 222 (a), (b), (c), (d), and (e) of the Telecommunications Act, Qwest will provide subscriber list information gathered in Qwest's capacity as a provider of local Exchange Service on a timely basis, under non-discriminatory and reasonable rates, terms and conditions to CLEC upon request for the purpose of publishing directories in any format. Rates may be subject to federal or state law or rules, as appropriate. Upon request by CLEC, Qwest shall enter into negotiations with CLEC for CLEC's use of subscriber list information for purposes other than publishing directories, and Qwest and CLEC will enter into a written contract if agreement is reached for such use.

10.4.2.23.1 Qwest shall use commercially reasonable efforts to ensure that its retail End User Customer Listings provided to CLEC are accurate and complete. Any third party Listings are provided AS IS, WITH ALL FAULTS. Qwest further represents that it shall review all its retail End User Customer Listings information provided to CLEC including End User Customer requested restrictions on use, such as nonpublished and nonlisted restrictions.

10.4.2.24 Qwest represents and warrants that any arrangement for the publication of white pages Directory Listings with an Affiliate or contractor, requires such Affiliate or contractor to publish the Directory Listings of CLEC contained in Qwest's Listings database so that CLEC's Directory Listings are non-discriminatory in appearance and integration, and have the same accuracy and reliability that such Affiliate or contractor provides to Qwest's End User Customers.

10.4.2.25 Qwest further agrees that any arrangements for the publication of white pages Directory Listings with an Affiliate or contractor shall require such Affiliate or contractor to include in the customer guide pages of the white pages directory, a notice that End User Customers should contact their Current Service Provider to request any modifications to their existing Listing or to request a new Listing.

10.4.2.26 Qwest agrees that any arrangement with an Affiliate or contractor for the publication of white pages directory Listings shall require such Affiliate or contractor to provide CLEC space in the customer guide pages of the white pages directory for the purpose of notifying End User Customers how to reach CLEC to: (1) request service; (2) contact repair service; (3) dial Directory Assistance; (4) reach an account representative;

(5) request buried cable locate service; and (6) contact the special needs center for End User Customers with disabilities.

10.4.2.27 If CLEC submits its End User Customer Listings to Qwest through a service bureau or other type of third party (agent), CLEC and the agent shall execute a Letter of Authorization (LOA), in a form acceptable to Qwest, that shall include, but not be limited to, the following terms:

10.4.2.27.1 That the agent is authorized by CLEC to submit Listings to Qwest on its behalf and to work with Qwest in resolving any issues surrounding its Listing submissions; and

10.4.2.27.2 That the agent will comply with all terms and conditions of this Agreement in submitting CLEC's End User Customers' Listings to Qwest.

10.4.2.27.3 CLEC's use of an agent in submitting its End User Customers' Listings to Qwest shall not alter CLEC's obligations under this Agreement and CLEC shall remain primarily liable for covenants and responsibilities under this Agreement.

### **10.4.3 Rate Elements**

The following rate elements apply to white pages directory Listings and are contained in Exhibit A of this Agreement.

10.4.3.1 Primary Listings; and

10.4.3.2 Premium and Privacy Listings.

### **10.4.4 Ordering Process**

10.4.4.1 Qwest provides training on white pages directory Listings requests and submission processes. The ordering process is similar to the service ordering process.

10.4.4.2 CLEC Listings can be submitted for inclusion in Qwest white pages directories according to the directions in the Qwest Listings User Documents for Facility-Based and Reseller CLECs, which is available on-line through the PCAT (<http://www.qwest.com/wholesale/pcat/>) or will be provided in hard copy to CLEC upon request. Initial information and directions are available in the PCAT.

10.4.4.3 CLEC can submit the OBF forms incorporated in the Local Service Request via the IMA-EDI, IMA-GUI, or by facsimile.

## **10.5 Directory Assistance Service**

### **10.5.1 Description**

10.5.1.1 Directory Assistance Service is a voice service that Qwest provides to its own End User Customers, reseller and/or facilities-based CLEC, and to other Telecommunications Carriers. Directory Assistance Service provided to CLEC includes non-discriminatory access to Qwest's Directory Assistance centers, services, and Directory Assistance Databases. Directory Assistance Service provides voice callers published and nonlisted listing information, which is comprised of name and telephone

number, and address if available, as contained in Qwest's then-current Directory Assistance Database and in the national Directory Assistance Database that is accessed by Qwest. Directory Assistance Service is available with CLEC-specific branding, generic branding and with Directory Assistance Call Completion service options, where available. If facilities-based CLEC chooses to access Qwest's Directory Assistance Service, it is provided to CLEC under this Agreement pursuant to Section 251(b)(3) of the Act. As such, the pricing requirements of Section 252(d)(1) of the Act are not applicable.

10.5.1.1.1 Directory Assistance Service.

10.5.1.1.1.1 Local Directory Assistance Service. Provides CLEC's End User Customers published and non-listed Listing information within the caller's LATA that are included in Qwest's then-current Directory Assistance Database.

10.5.1.1.1.2 National Directory Assistance Service. Provides CLEC's End User Customers published and nonlisted listing information from the database of the national Directory Assistance Services vendor selected and accessed by Qwest.

10.5.1.1.1.3 Call Branding Service. Provides CLEC Local and national Directory Assistance Service that is branded with the brand of CLEC (CLEC-specific branding), where Technically Feasible, or with a generic brand. CLEC-specific Call Branding announces CLEC's name to CLEC's End User Customer at the start and completion of the call. Generic branding does not announce any provider's name. CLEC-specific Call Branding and generic branding are optional services available to CLEC.

a) Front End CLEC-specific Call Branding - Announces CLEC's name to CLEC's End User Customer at the start of the call.

b) Back End CLEC-specific Call Branding - Announces CLEC's name to CLEC's End User Customer at the completion of the call.

c) Intentionally Left Blank.

d) Qwest will record CLEC's specific brand message.

10.5.1.1.1.4 Call completion service allows CLEC's End User Customers' local/IntraLATA calls to be completed, where available.

10.5.1.1.2 Intentionally Left Blank.

10.5.1.1.3 Intentionally Left Blank.

## 10.5.2 Terms and Conditions

10.5.2.0 Directory Assistance Service accessed over CLEC's resold local exchange lines includes terms and conditions (except prices) for Directory Assistance Service 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. Directory Assistance Service is available to facilities-based CLEC as described in this Section unless otherwise noted. If facilities-based CLEC chooses to access Qwest's Directory Assistance Service, it is provided to CLEC under this Agreement pursuant to Section 251(b)(3) of the Act. As such, the pricing requirements of Section 252(d)(1) of the Act are not applicable. Directory Assistance Service is available to CLEC as a facilities-based provider at the market-based prices contained in Exhibit A.

10.5.2.1 Intentionally Left Blank.

10.5.2.2 Qwest's Directory Assistance Database contains only those published and non-listed telephone number Listings obtained by Qwest from its own End User Customers and other Telecommunications Carriers.

10.5.2.3 Qwest will provide access to Directory Assistance Service for facilities-based CLEC using its own or a third party's Switch(es) via dedicated multi-frequency (MF) operator service trunks. CLEC may purchase operator service trunks from Qwest or provide them itself. These operator service trunks will be connected directly to a Qwest Directory Assistance host or remote Switch. CLEC will be required to order or provide at least one (1) operator services trunk for each NPA served.

10.5.2.4 Qwest will perform Directory Assistance Services for CLEC in accordance with operating methods, practices, and standards in effect for all Qwest End User Customers. Qwest will provide the same priority of handling for CLEC's End User Customer calls to Qwest's Directory Assistance Service as it provides for its own End User Customer calls. Calls to Qwest's Directory Assistance Service are handled on a first come, first served basis, without regard to whether calls are originated by CLEC or Qwest End User Customers.

10.5.2.5 CLEC-specific Call Branding for Directory Assistance requires recording CLEC's name.

10.5.2.6 Intentionally Left Blank.

10.5.2.7 Intentionally Left Blank.

10.5.2.8 Reseller CLEC's End User Customers will use the same dialing pattern to access Directory Assistance Service as used by Qwest's End User Customers (i.e., 411, 555-1212, or NPA+555-1212).

10.5.2.9 Facilities-based CLEC using its own or a third party's Switch(es) may choose to have its End User Customers dial a unique number or use the same dialing pattern as Qwest End User Customers use to access Qwest Directory Assistance



Service.

10.5.2.10 Qwest will timely enter into its directory assistance database updates of CLEC's Listings that CLEC provides to Qwest as described in Section 10.4. Qwest will incorporate CLEC End User Customer Listings in the Directory Assistance Database. Qwest will incorporate CLEC's End User Customer Listings information in all existing and future Directory Assistance applications developed by Qwest. Qwest will implement quality assurance procedures such as random testing for listing accuracy. Qwest will identify itself to End User Customers calling its Directory Assistance Service provided for itself either by company name or operating company name or operating company number so that End User Customers have a means to identify with whom they are dealing.

10.5.2.10.1 In accordance with Section 18, where CLEC supplies its Listings to Qwest, CLEC may request a comprehensive audit of Qwest's use of CLEC's Listings for Directory Assistance Service. In addition to the terms specified in Section 18, the following also apply: as used herein, "Audit" shall mean a comprehensive review of the other Party's delivery and use of the Listings for Directory Assistance Service provided hereunder and such other Party's performance of its obligations under this Agreement. CLEC may perform up to two (2) audits per twelve (12) month period commencing with the Effective Date of this Agreement of Qwest's use of CLEC's Listings in Qwest's Directory Assistance Service. CLEC shall be entitled to "seed" or specially code some or all of the Listings for Directory Assistance Service that it provides hereunder in order to trace such information during an Audit and ensure compliance with the disclosure and use restrictions set forth in this Agreement.

10.5.2.11 Qwest shall use CLEC's Listings supplied to Qwest by CLEC under the terms of this Agreement for purposes of providing Directory Assistance Service and for other lawful purposes, except that CLEC's Listings supplied to Qwest by CLEC and marked as nonpublished or nonlisted Listings shall not be used for marketing purposes, subject to the terms and conditions of this Agreement.

### **10.5.3 Rate Elements**

The following rate elements apply to Directory Assistance Service. Directory Assistance Service is provided to CLEC for resale with resold local exchange lines at the Qwest retail price less the wholesale discount contained in Exhibit A, if any. Directory Assistance Service is provided to CLEC as a facilities-based provider at the market-based prices contained in Exhibit A.

10.5.3.1 A per-call rate applies for Local Directory Assistance and for national Directory Assistance Services.

10.5.3.2 Intentionally Left Blank

10.5.3.3 A per-call rate is applicable for call completion service.

#### **10.5.4 Ordering Process**

CLEC will order Directory Assistance Service by completing the questionnaire entitled "Qwest Operator Services/Directory Assistance Questionnaire for Competitive Local Exchange Carriers." This questionnaire may be obtained from CLEC's Qwest account manager.

#### **10.5.5 Billing**

10.5.5.1 Qwest will track and bill CLEC for the number of calls placed to Qwest's Directory Assistance Service by CLEC's End User Customers as well as for the number of requests for call completion service.

10.5.5.2 For purposes of determining when CLEC is obligated to pay the per call rate, the call shall be deemed made and CLEC shall be obligated to pay when the call is received by the operator services Switch. An End User Customer may request and receive no more than two (2) telephone numbers per Directory Assistance call. Qwest will not credit, rebate or waive the per call charge due to any failure to provide a telephone number.

10.5.5.3 Call completion service will be charged at the per call rate when the End User Customer completes the required action (i.e., "press the number one," "stay on the line," etc.).

### **10.6 Directory Assistance List**

#### **10.6.1 Description**

10.6.1.1 Directory Assistance List (DAL) information consists of name, address and telephone number information for all End User Customers of Qwest and other LECs that are contained in Qwest's Directory Assistance Database and, where available, related elements required in the provision of Directory Assistance Service to CLEC's End User Customers. No prior authorization from CLEC shall be required for Qwest to sell, make available, or release CLEC's End User Customer Directory Assistance Listings to Directory Assistance providers. In the case of End User Customers who have non-published Listings, Qwest shall provide the End User Customer's local Numbering Plan Area (NPA), address, and an indicator to identify the non-published status of the Listing; however, Qwest will not provide the non-published telephone number in DAL information. DAL information includes privacy and use restriction indicators as requested by Qwest's retail End User Customers and by Carriers. DAL is provided pursuant to Section 251(b)(3) of the Act. As such, the pricing requirements of Section 252(d)(1) of the Act are not applicable. DAL shall be provided to CLEC at market-based prices contained in Exhibit A.

10.6.1.2 Qwest will provide DAL information via initial loads and daily updates by means of Network Data Mover (NDM) or as otherwise mutually agreed upon by the Parties. Qwest will provide all changes, additions or deletions to the DAL information overnight on a daily basis. The Parties will use a mutually agreed upon format for the data loads.

10.6.1.3 DAL information shall specify whether the Qwest End User Customer is a residential, business, or government subscriber, and the Listings of other Carriers will

specify such information where it has been provided on the Carrier's Listing order.

10.6.1.4 In the event CLEC requires a reload of DAL information from Qwest's database in order to validate, synchronize or reconcile its database, a reload will be made available according to the rate specified in Exhibit A.

10.6.1.5 Qwest and CLEC will cooperate in the designation of a location to which the data will be provided.

## **10.6.2 Terms and Conditions**

10.6.2.1 If CLEC purchases use of Qwest's DAL information under this Agreement, Qwest grants to CLEC, as a competing provider of telephone Exchange Service and telephone toll service, access to DAL information for purposes of providing Directory Assistance Services and for other lawful purposes, including directory publishing in any format or medium, under the terms and conditions of this Agreement. CLEC is solely responsible for its lawful use of DAL information obtained under this Agreement pursuant to Section 251(b)(3) of the Act, including use of such information only for purposes permitted, or not prohibited by, the Act, federal and state laws, rules, and regulations, the FCC's orders, rules and regulations, and the Commission's orders, rules, and regulations. As it pertains to the use of DAL information in this Agreement, "Directory Assistance Service" shall mean the provision, by CLEC, via a live operator or mechanized system, of telephone number and address information for an identified name or the name and/or address for an identified telephone number. Should CLEC cease to be a Telecommunications Carrier, a competing provider of telephone Exchange Service, or telephone toll service, this access grant automatically terminates.

10.6.2.1.1 Qwest shall make commercially reasonable efforts to ensure that Listings belonging to Qwest retail End User Customers provided to CLEC in Qwest's DAL information are accurate and complete. All third party DAL information is provided AS IS, WITH ALL FAULTS. Qwest further represents that it shall review all of its End User Customer Listings information provided to CLEC, including End User Customer requested restrictions on use, such as non-published and non-listed restrictions.

10.6.2.1.2 If CLEC purchases use of Qwest's DAL information under this Agreement, Qwest shall notify CLEC of any directive from Carriers, whose listings may be included in Qwest's DAL information, which prohibits use of their DAL information for purposes of directory publishing. CLEC that purchases use of Qwest's DAL information shall not include such Carrier's Listings that may be included in the DAL information in any directory it publishes or causes to be published, in any format or medium.

10.6.2.1.3 Listings included in Qwest's DAL information and marked to indicate a restriction on use, or to indicate a restriction on inclusion of Listing information in Directory Assistance Service applications and/or in published directories, shall be used by CLEC only in a manner that is consistent with each such restriction and that does not violate a restriction, including the following.

10.6.2.1.3.1 Restriction indicators on DAL information include:

- Privacy indicators, including nonpublished and nonlisted indicators;
- No solicitation indicators;
- Omit from address directories indicators; and
- Omit from telemarketing, direct mail, and e-mail lists indicators.

10.6.2.1.3.2 Nonlisted Listings and nonpublished Listings shall not be included in any directory produced in any format or medium.

10.6.2.1.3.3 Nonpublished Listings information provided in DAL information shall not be used for any purpose except for providing Directory Assistance Services. When used in Directory Assistance Services applications, nonpublished Listings shall not be used for any purpose other than in matching a search query. The nonpublished subscriber name and address, while supplied to CLEC in DAL information, shall not be provided to any person other than the operator responding to the End User Customer Directory Assistance Services query.

10.6.2.2 If CLEC purchases use of DAL information under this Agreement, CLEC will obtain and timely enter into its Directory Assistance Database daily updates of the DAL information, will implement quality assurance procedures such as random testing for Directory Assistance Listing accuracy, and will identify itself to End User Customers calling its Directory Assistance Service either by company name or operating company number so that End User Customers have a means to identify with whom they are dealing.

10.6.2.3 Intentionally Left Blank.

10.6.2.4 Qwest shall retain all right, title, interest and ownership in and to the DA Listing information it provides hereunder. CLEC acknowledges and understands that while it may disclose the names, addresses, and telephone numbers (or an indication of non-published status) of Qwest's End User Customers to a third party calling its Directory Assistance for such information, the fact that such End User Customer subscribes to Qwest's Telecommunications Services is Confidential and Proprietary Information and shall not be disclosed to any third party.

10.6.2.5 Each Party shall take commercially reasonable and prudent measures to prevent unlawful use of Qwest's DAL information at least equal to the measures it takes to protect its own Confidential and Proprietary Information, including but not limited to implementing adequate computer security measures to prevent unauthorized access to Qwest's DAL information when contained in any database.

10.6.2.5.0 CLEC shall include in its sublicense agreement with directory publishers, at a minimum; 1) a restriction limiting use of DAL information to purposes of directory publishing; 2) a requirement that the directory publisher abide by all privacy indicators in any directories published in any format or medium; 3) Qwest as third party beneficiary; and 4) the following language:

Publisher shall not sublicense, copy, or allow any third party, with the exception of End User Customers and corporate affiliates for purposes associated with the use of directories and for publishing directories, to access, download, copy or use DAL information, or any portions thereof, or any information extracted there from. Each Party shall take commercially reasonable and prudent measures to prevent disclosure and unauthorized use of the DAL information at least equal to the measures it takes to protect its own confidential and proprietary information, including but not limited to implementing adequate computer security measures to prevent unauthorized access to the DAL information when contained in any database.

10.6.2.5.0.1 Qwest shall have the right to review CLEC's form sublicense agreement and CLEC shall not make changes to that form which will materially affect Qwest's rights under this Agreement.

10.6.2.5.1 Unauthorized use of Qwest's DAL information, or any disclosure to a third party of the fact that an End User Customer, whose Listing is furnished in the DA List, subscribes to Qwest's, another Local Exchange Carrier's, Reseller's or CMRS's Telecommunications Services shall be considered a material breach of this Agreement and shall be resolved under the Dispute Resolution provisions of this Agreement.

10.6.2.6 Within five (5) Days after the expiration or earlier termination of this Agreement, CLEC shall (a) return and cease using any and all DAL information which it has in its possession or control, (b) extract and expunge any and all copies of such DAL information, any portions thereof, and any and all information extracted therefrom, from its files and records, whether in print or electronic form or in any other media whatsoever, and (c) provide a written certification to Qwest from an officer that all of the foregoing actions have been completed. A copy of this certification may be provided to third party Carriers if the certification pertains to such Carriers' DAL information contained in Qwest's database.

10.6.2.7 CLEC is responsible for ensuring that it has proper security measures in place to protect the privacy of the End User Customer information contained within the DAL information. CLEC must remove from its database any telephone number for an End User Customer whose Listing has become non-published when so notified by Qwest.

10.6.2.8 Audits -- In accordance with Section 18, Qwest may request a comprehensive audit of CLEC's use of the DAL information. In addition to the terms specified in Section 18, the following also apply:

10.6.2.8.1 As used herein, "Audit" shall mean a comprehensive review of the other Party's delivery and use of the DAL information provided hereunder and such other Party's performance of its obligations under this Agreement. Either Party (the Requesting Party) may perform up to two (2) Audits per twelve (12) month period commencing with the Effective Date of this Agreement. Qwest shall be entitled to "seed" or specially code some or all of the DAL information that it provides hereunder in order to trace such information during an Audit and ensure compliance with the disclosure and use restrictions set forth in this

## Section 10.6.

10.6.2.8.2 All paper and electronic records will be subject to Audit.

10.6.2.9 CLEC recognizes that certain Carriers who have provided DAL information that is included in Qwest's database may be third party beneficiaries of this Agreement for purposes of enforcing any terms and conditions of the Agreement other than payment terms with respect to their DAL information.

10.6.2.9.1 CLEC indemnifies Qwest for any and all loss, debt, liability, damage, obligation, claim, demand, judgment, or settlement of any nature or kind, known or unknown, liquidated or unliquidated including, but not limited to, reasonable costs and expenses (including attorneys' fees) raised by these Carriers, whether formal or informal and will handle all communications with these Carriers regarding this matter.

10.6.2.10 Qwest will provide a non-discriminatory process and procedure for contacting End User Customers with non-published telephone numbers in emergency situations for non-published telephone numbers that are included in Qwest's Directory Assistance Database. Such process and procedure will be available to CLEC for CLEC's use when CLEC provides its own Directory Assistance Service and purchases Qwest's DAL product.

### **10.6.3 Rate Elements**

Recurring and nonrecurring rate elements for DAL information are described below and rates are contained in Exhibit A of this Agreement.

10.6.3.1 Initial Database Load -- A "snapshot" of data in the Qwest DAL information database or portion of the database at the time the order is received.

10.6.3.2 Reload -- A "snapshot" of the data in the Qwest DAL information database or portion of the database required in order to refresh the data in CLEC's database.

10.6.3.3 Daily Updates -- Daily change activity affecting DAL information in the Listings database.

10.6.3.4 One-Time Set-Up Fees -- Charges for special database loads.

10.6.3.5 Output Charges -- Media charges resulting from the electronic transmission of the DAL information.

### **10.6.4 Ordering**

10.6.4.1 CLEC may order the initial DAL information load or update files for Qwest's local Exchange Service areas in its 14 state operating territory or, on a state-specific basis, or, where Technically Feasible, CLEC may order the initial DAL information load or update files by Qwest White Page Directory Code or NPA.

10.6.4.2 Special requests for data at specific geographic levels (such as NPA)

must be negotiated in order to address data integrity issues.

10.6.4.3 CLEC shall use the DAL Order Form found in the PCAT.

## **10.7 Toll and Assistance Operator Services**

### **10.7.1 Description**

10.7.1.1 Toll and assistance operator services (operator services) are a family of offerings that assist CLEC's resale and facilities-based End User Customers in making and receiving EAS/local and IntraLATA toll calls. Operator services provided to CLEC include non-discriminatory access to Qwest operator service centers, services, and personnel. If facilities-based CLEC using Qwest's, its own, or a third party's Switch(es) chooses to access Qwest's operator services, they are provided to CLEC under this Agreement pursuant to Section 251(b)(3) of the Act. As such, the pricing requirements of Section 252(d)(1) of the Act are not applicable. Operator services shall be provided to CLEC as a facilities-based provider at the market-based rates contained in Exhibit A.

10.7.1.1.1 EAS/Local and IntraLATA Assistance. Assists CLEC End User Customers requesting help or information on making and receiving EAS/local and IntraLATA toll calls, connects CLEC End User Customers to Qwest's Directory Assistance Service, and provides other information and guidance, including referral to the business office and repair, as may be consistent with Qwest's customary practice for providing End User Customer assistance.

10.7.1.1.2 Intentionally Left Blank.

10.7.1.1.3 Emergency Assistance. Provides assistance for handling CLEC's End User Customer's EAS/local and IntraLATA toll calls to emergency agencies, including but not limited to, police, sheriff, highway patrol and fire. CLEC is responsible for providing Qwest with the appropriate emergency agency numbers and updates.

10.7.1.1.4 Busy Line Verification (BLV) is performed when CLEC's End User Customers request assistance from the operator bureau to determine if a called line is in use. The operator will not complete the call for the calling party initiating the BLV inquiry. Only one BLV attempt will be made per call, and a charge shall apply.

10.7.1.1.5 Busy Line Interrupt (BLI) is performed when CLEC's End User Customers request assistance from the operator to interrupt a telephone call in progress. The operator will interrupt the busy line and inform the called party that there is a call waiting. The operator will not connect the calling and called parties. The operator will make only one BLI attempt per call and the applicable charge applies whether or not the called party releases the line.

10.7.1.1.6 Quote Service – Provides time and charges to hotel/motel and other CLEC End User Customers for guest/account identification.

10.7.1.1.7 CLEC-Specific Call Branding Service. Provides CLEC's End User Customers the operator services listed in this Section branded with the

brand of CLEC (CLEC-specific branding), where Technically Feasible, or with a generic brand. CLEC-specific Call Branding announces CLEC's name to CLEC's End User Customer at the start and completion of the call. Generic branding does not announce any provider's name. CLEC-specific and generic Call Branding are optional services available to CLEC.

10.7.1.1.7.1 Front End CLEC-specific Call Branding -- Announces CLEC's name to CLEC's End User Customer at the start of the call.

10.7.1.1.7.2 Back End CLEC-specific Call Branding -- Announces CLEC's name to CLEC's End User Customer at the completion of the call.

## 10.7.2 Terms and Conditions

10.7.2.0 Operator services accessed over CLEC's resold local exchange lines include terms and conditions (except prices) for operator services 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. Operator services are available to facilities-based CLEC as described in this Section 10.7, unless otherwise noted.

10.7.2.0.1 Qwest does not authorize CLEC to offer Qwest the incumbent Local Exchange Carrier (ILEC) as a Local Primary Interexchange Carrier (LPIC) to its existing or new End User Customers on Qwest's behalf. If CLEC assigns Qwest the ILEC, LPIC 5123, to CLEC's existing or new End User Customers, Qwest will bill reseller CLEC for IntraLATA Toll services at the Qwest retail rate less the wholesale discount contained in Exhibit A, if any, and will bill facilities-based CLEC at the rates contained or referenced in Exhibit A, and Qwest will not directly bill CLEC's End User Customers for such IntraLATA Toll services.

10.7.2.0.2 If CLEC assigns Qwest the ILEC, PIC 5123, to CLEC's existing or new End User Customers, transport beyond Qwest's local interoffice network for IntraLATA Toll services will be provided over Qwest's IntraLATA Toll network. Routing tables resident in Qwest's Switch(es) will direct CLEC's traffic over Qwest's interoffice message trunk network.

10.7.2.0.3 If, during the term of this Agreement, Qwest the ILEC offers IntraLATA Toll services directly to CLEC's End User Customers, Qwest will establish its own billing relationship with such End User Customers, and Qwest will not bill CLEC, and CLEC shall have no obligation to pay Qwest, for such IntraLATA Toll services Qwest provides to CLEC's End User Customers.

10.7.2.1 For facilities-based CLEC using its own or a third party's Switch(es), Interconnection to Qwest's operator services Switch is Technically Feasible at two (2) distinct points on the Trunk Side of the Switch. The first connection point is an operator services trunk connected directly to the Qwest operator services host Switch. The second connection point is an operator services trunk connected directly to a remote Qwest operator services Switch.



- 10.7.2.2 Trunk Provisioning and facility ownership must follow Qwest guidelines.
- 10.7.2.3 In order for CLEC to use Qwest's operator services as a facilities-based CLEC using its own or a third party's Switch(es), CLEC must provide an operator service trunk between CLEC's End Office Switch and the Interconnection point on the Qwest operator services Switch for each NPA served.
- 10.7.2.4 The technical requirements of operator service trunk are covered in the Operator Services Systems Generic Requirement (OSSGR), Telcordia document FR-NWT-000271, Section 6 (Signaling) and Section 10 (System Interfaces) in general requirements form.
- 10.7.2.5 Each Party's operator bureau shall accept BLV and BLI inquiries from the operator bureau of the other Party in order to allow transparent provision of BLV/BLI traffic between the Parties' networks.
- 10.7.2.6 Facilities-based CLEC using its own or a third party's Switch(es) will provide separate no-test trunks (not the local/IntraLATA trunks) to the Qwest BLV/BLI hub or to the Qwest operator services Switches.
- 10.7.2.7 Qwest will perform operator services in accordance with operating methods, practices, and standards in effect for all its End User Customers, including making and receiving EAS/local and IntraLATA Toll calls. Qwest will respond to CLEC's End User Customer calls to Qwest's operator services according to the same priority scheme as it responds to Qwest's End User Customer calls. Calls to Qwest's operator services are handled on a first come, first served basis, without regard to whether calls are originated by CLEC or Qwest End User Customers.
- 10.7.2.8 Qwest will provide operator services to CLEC where Technically Feasible and facilities are available. Qwest may from time-to-time modify and change the nature, extent, and detail of specific operator services available to its retail End User Customers, and to the extent it does so, Qwest will provide notice to CLEC on a timely basis consistent with Commission rules and notice requirements.
- 10.7.2.9 Qwest shall maintain adequate equipment and personnel to reasonably perform the operator services. Facilities-based CLEC using its own or a third party's Switch(es) shall provide and maintain the facilities necessary to connect its End User Customers to the locations where Qwest provides the operator services and to provide all information and data needed or reasonably requested by Qwest in order to perform the operator services.
- 10.7.2.10 Intentionally Left Blank.
- 10.7.2.11 CLEC-specific Call Branding for operator services includes recording and setting up CLEC's brand message and loading the brand message into Qwest's Switch(es). Qwest will record CLEC's brand message.
- 10.7.2.12 Intentionally Left Blank.
- 10.7.2.13 Reseller CLEC's End User Customers dial the same number Qwest's own End User Customers dial to access operator services, including "0" or "0+." Facilities-

based CLEC using its own or a third party's Switch(es) may choose to have its End User Customers access Qwest operators by dialing a unique number or by using the same dialing pattern as used by Qwest End User Customers.

### 10.7.3 Rate Elements

The following rate elements apply to operator services. Operator services are provided to CLEC for resale with resold local exchange lines at the Qwest retail price less the wholesale discount contained in Exhibit A, if any. Operator services are provided to CLEC as a facilities-based provider at the market-based prices contained in Exhibit A.

10.7.3.1 Operator services are priced on a per call basis, as follows.

10.7.3.1.1 Operator Services Calls – Charges apply for each completed call handled by operator services, including EAS/local calls and IntraLATA toll calls made, or received and accepted, by CLEC's End User Customer.

10.7.3.1.2 Intentionally Left Blank.

10.7.3.1.3 Intentionally Left Blank.

10.7.3.1.4 Intentionally Left Blank.

10.7.3.1.5 Intentionally Left Blank.

10.7.3.1.6 Busy Line Verify – Charges apply for each call where the operator determines that conversation exists on a line.

10.7.3.1.7 Busy Line Interrupt – Charges apply for each call where the operator interrupts conversation on a busy line and requests release of the line.

10.7.3.1.8 Operator Assistance – Charges apply for operator assistance whether a call is completed or not, that does not otherwise generate an operator surcharge as described in this Section. These calls include, but are not limited to: calls given the DDD rate because of transmission problems; calls where the operator has determined there should be no charge, such as Busy Line Verify attempts where conversation was not found on the line; calls where CLEC's End User Customer requests information from the operator and no attempt is made to complete a call; and calls for quotation service.

10.7.3.1.9 "Completed call" as used in this Section shall mean that CLEC's End User Customer makes contact with the location, telephone number, person or extension designated by the End User Customer.

10.7.3.2 Intentionally Left Blank.

10.7.3.3 CLEC-Specific Call Branding Nonrecurring Charges. Qwest will charge CLEC a nonrecurring set-up and recording fee for establishing CLEC-specific Call Branding, and for loading CLEC's brand message in Qwest's Switch(es). CLEC must pay such nonrecurring charges prior to commencement of CLEC-specific branding. The nonrecurring charges apply each time CLEC's brand message is changed. The

nonrecurring charge to load the Switches with CLEC's branded message will be assessed each time there is any change to the Switch.

#### **10.7.4 Ordering Process**

CLEC will order operator services by completing the "Qwest Operator Services/Directory Assistance Questionnaire for Competitive Local Exchange Carriers." Copies of this questionnaire may be obtained from CLEC's designated Qwest account manager.

#### **10.7.5 Billing**

10.7.5.1 Qwest will track usage and bill CLEC for the calls made and received by CLEC's End User Customers and facilities.

10.7.5.2 Qwest will compute CLEC's invoice based on calls made and received by CLEC's End User Customers.

10.7.5.3 If, due to equipment malfunction or other error, Qwest does not have available the necessary information to compile an accurate Billing statement, Qwest may render a reasonably estimated bill, but shall notify CLEC of such estimate and cooperate in good faith with CLEC to establish a fair, equitable estimate. Qwest shall render a bill reflecting actual billable quantities when and if the information necessary for the Billing statement becomes available.

10.7.5.4 Qwest shall provide to CLEC usage information within Qwest's control with respect to calls originated by or terminated to CLEC's End User Customers in the form of the actual information that is comparable to the information Qwest uses to bill its own End User Customers. Without limiting the generality of the foregoing, Qwest shall provide CLEC with Daily Usage Feed (DUF) billing information.

10.7.5.5 Qwest will provide DUF records for all usage billable to CLEC's lines, including Busy Line Verify (BLV), Busy Line Interrupt (BLI), and Qwest-ILEC-provided IntraLATA toll. These records will be provided as Category 01 or Category 10 EMI records.

10.7.5.6 If CLEC assigns Qwest the ILEC to provide IntraLATA Toll services for its End User Customers, Qwest shall bill CLEC and CLEC shall pay Qwest for such services in accordance with Exhibit A.

### **10.8 Access to Poles, Ducts, Conduits, and Rights of Way**

#### **10.8.1 Description**

10.8.1.1 Pole Attachments – Where it has ownership or control to do so, Qwest will provide CLEC with access to available Pole Attachment space for the placing of facilities for the purpose of transmitting Telecommunications Services.

10.8.1.1.1 The term Pole Attachment means any attachment by CLEC to a pole owned or controlled by Qwest.

10.8.1.2 Ducts and Conduits – Where it has ownership or control to do so, Qwest will provide CLEC with access to available ducts/conduits for the purpose of placing

facilities for transmitting Telecommunications Services. A spare duct/conduit will be leased for copper facilities only, and an innerduct for the purpose of placing fiber. CLEC may place innerduct in an empty duct/conduit. Control of CLEC-installed spare innerduct shall vest in Qwest immediately upon installation; ownership of such innerduct shall vest to Qwest if and when CLEC abandons such innerduct. Within a multiple tenant environment (MTE), duct may traverse building Entrance Facilities, building entrance links, equipment rooms, Remote Terminals, cable vaults, telephone closets or building riser.

10.8.1.2.1 The terms duct and conduit mean a single enclosed raceway for conductors, cable and/or wire. Duct and conduit may be in the ground, may follow streets, bridges, public or private ROW or may be within some portion of a multiple tenant environment. Within a multiple tenant environment, duct and conduit may traverse building entrance facilities, building entrance links, equipment rooms, Remote Terminals, cable vaults, telephone closets or building riser. The terms duct and conduit include riser conduit.

10.8.1.2.2 The term innerduct means a duct-like raceway smaller than a duct/conduit that is inserted into a duct/conduit so that the duct may typically carry three (3) cables.

10.8.1.2.3 The term microduct means a smaller version of innerduct. Four (4) microducts can be placed within a 1¼-inch innerduct.

10.8.1.3 Rights of Way (ROW) – Where it has ownership or control to do so, Qwest will provide to CLEC, via an Access Agreement in the form of Attachment 4 to Exhibit D, access to available ROW for the purpose of placing Telecommunications facilities. ROW includes land or other property owned or controlled by Qwest and may run under, on, above, across, along or through public or private property or enter multiple tenant environments.

10.8.1.3.1 ROW means a real property interest in privately-owned real property, but expressly excluding any public, governmental, federal or Native American, or other quasi-public or non-private lands, sufficient to permit Qwest to place Telecommunications facilities on such real property; such property owner may permit Qwest to install and maintain facilities under, on, above, across, along or through private property or enter multiple tenant environments. Within a multiple tenant environment, a ROW includes a pathway that is actually used or has been specifically designated for use by Qwest as part of its transmission and distribution network where the boundaries of the pathway are clearly defined either by written specifications or unambiguous physical demarcation.

10.8.1.4 Intentionally Left Blank.

10.8.1.5 The phrase "ownership or control to do so" means the legal right, as a matter of state law, to (i) convey an interest in real or personal property, or (ii) afford access to third parties as may be provided by the landowner to Qwest through express or implied agreements, or through Applicable Law as defined in this Agreement.

10.8.1.6 Poles, Ducts and Rights of Way (PDR) Transfer of Responsibility refers to the transfer of the occupancy of space for either aerial or underground facilities to

assuming CLEC from vacating CLEC.

10.8.1.6.1 A PDR Transfer of Responsibility request received by Qwest is irrevocable upon one hundred percent (100%) payment by assuming CLEC of the nonrecurring transfer charge.

## **10.8.2 Terms and Conditions**

Qwest shall provide CLEC non-discriminatory access to poles, ducts, conduit and Rights of Way (ROW) on terms and conditions found in the Revised Qwest Rights of Way, Pole Attachment and/or Duct/Innerduct Occupancy General Information Document, attached hereto as Exhibit D. Qwest will not favor itself over CLEC when Provisioning access to poles, ducts, conduits and Rights of Way (ROW). Qwest shall not give itself preference when assigning space.

10.8.2.1 Subject to the provisions of this Agreement, Qwest agrees to issue to CLEC authorization for CLEC to attach, operate, maintain, rearrange, transfer and remove at its sole expense its facilities on poles/duct/innerduct or ROW owned or controlled in whole or in part by Qwest, subject to orders placed by CLEC. Any and all rights granted to CLEC shall be subject to and subordinate to any future local, state and/or federal requirements.

10.8.2.2 Qwest will rely on such codes as the National Electrical Safety Code (NESC) to prescribe standards with respect to capacity, safety, reliability, and general engineering principles.

10.8.2.3 Federal requirements, such as those imposed by Federal Energy Regulatory Commission (FERC) and Occupational Safety and Health Administration (OSHA), will continue to apply to the extent such requirements affect requests for attachments or occupancy to Qwest facilities under Section 224(f)(1) of the Act.

10.8.2.4 CLEC shall provide access to a map of the requested poles/duct/innerduct/ROW route, including estimated distances between major points, the identification and location of the poles/duct/innerduct and ROW and a description of CLEC's facilities. Qwest agrees to provide to CLEC access to relevant plats, maps, engineering records and other data within ten (10) business days of receiving a request for such information, except in the case of extensive requests. Extensive requests involve the gathering of plats from more than one (1) location, span more than five (5) Wire Centers, or consist of ten (10) or more intra-Wire Center requests submitted simultaneously. Responses to extensive requests will be provided within a reasonable interval, not to exceed forty-five (45) Days.

10.8.2.5 Except as expressly provided herein, or in the Pole Attachment Act of 1934 as amended and its regulations and rules, or in any applicable state or municipal laws, nothing herein shall be construed to compel Qwest to construct, install, modify or place any poles/duct/innerduct or other facility for use by CLEC.

10.8.2.6 Qwest retains the right to determine the availability of space on poles/duct/innerduct, conduit and ROW consistent with 47 U.S.C. § 224 and FCC orders, rules and regulations pursuant to 47 U.S.C. § 224. In the event Qwest determines that rearrangement of the existing facilities on poles, duct/innerduct/conduit, and ROW is required before CLEC's facilities can be accommodated, the actual cost of

such modification will be included in CLEC's nonrecurring charges for the associated order (Make-Ready fee). When modifications to a Qwest spare duct/conduit include the placement of innerduct, Qwest or CLEC will install the number of innerduct required to fill the duct/conduit to its full capacity.

10.8.2.7 Qwest shall make manhole ingress and egress for duct/innerduct access available to CLEC. Qwest will perform a feasibility study to determine whether to provide a stub out via the pre-constructed knock out within the manhole, or to perform a core drill of the manhole.

10.8.2.8 Where such authority does not already exist, CLEC shall be responsible for obtaining the necessary legal authority to occupy ROW, and/or poles/duct/innerduct on governmental, federal, Native American, and private rights of way. CLEC shall obtain any permits, licenses, bonds, or other necessary legal authority and permission, at CLEC's sole expense, in order to perform its obligations under this Agreement. CLEC shall contact all owners of public and private rights-of-way to obtain the permission required to perform the work prior to entering the property or starting any work thereon. See Section 10.8.4. CLEC shall comply with all conditions of rights-of-way and permits. Once such permission is obtained, all such work may be performed by Qwest or CLEC at the option of CLEC.

10.8.2.9 Access to a Qwest Central Office manhole will be permitted where Technically Feasible. If space is available, Qwest will allow access through the Central Office manhole to the POI (Point of Interconnection). There shall be a presumption that there shall be no fiber splices allowed in the Central Office manhole. However, where CLEC can establish the necessity and Technical Feasibility of splicing in the Central Office manhole, such action shall be permitted.

10.8.2.10 Replacement/Modification/Installation - If CLEC requests Qwest to replace or modify existing poles/duct/innerduct to increase its strength or capacity for the sole benefit of CLEC, CLEC shall pay Qwest the total actual replacement cost, Qwest's actual cost to transfer its attachments to new poles/duct/innerduct, as necessary, and the actual cost for removal (including actual cost of destruction) of the replaced poles/duct/innerduct, if necessary. Ownership of new poles/duct/innerduct shall vest to Qwest.

10.8.2.10.1 Upon request, Qwest shall permit CLEC to install poles/duct/innerduct. Qwest reserves the right to reject any non-conforming replacement pole/duct/innerduct installed by CLEC that does not conform to the NESC, OSHA or local ordinances.

10.8.2.10.2 To the extent that a modification is incurred for the benefit of multiple parties, CLEC shall pay a proportionate share of the total actual cost based on the ratio of the amount of new space occupied by the facilities of CLEC to the total amount of space occupied by all parties including Qwest or its Affiliates participating in the modification. Parties who do not initiate, request or receive additional space from a modification, are not required to share in the cost of the modification. CLEC, Qwest or any other party that uses a modification as an opportunity to bring its facilities into compliance with applicable safety or other requirements will be deemed to be sharing in the modification and will be responsible for its share of the modification cost. Attaching entities will not be

responsible for sharing in the cost of governmentally mandated pole or other facility modification. Qwest does not and will not favor itself over other Carriers when Provisioning access to poles, innerduct and rights-of-way.

10.8.2.10.3 The modifying party or parties may recover a proportionate share of the modification costs from parties that later are able to obtain access as a result of the modification. The proportionate share of the subsequent attacher will be reduced to take account of depreciation to the pole or other facility that has occurred since the modification. The modifying party or parties seeking to recover modification costs from parties that later obtain attachments shall be responsible for maintaining all records regarding modification costs. Qwest shall not be responsible for maintaining records regarding modification costs on behalf of attaching entities.

10.8.2.11 Notification of modifications initiated by or on behalf of Qwest and at Qwest's expense shall be provided to CLEC at least sixty (60) Days prior to beginning modifications. Such notification shall include a brief description of the nature and scope of the modification. If CLEC does not respond to a requested rearrangement of its facilities within sixty (60) Days after receipt of written notice from Qwest requesting rearrangement, Qwest may perform or have performed such rearrangement and CLEC shall pay the actual cost thereof. No such notice shall be required in emergency situations or for routine maintenance of poles/duct/innerduct completed at Qwest's expense.

10.8.2.12 Qwest reserves the right to make an on-site/final construction inspection of CLEC's facilities occupying the poles/duct/innerduct system. CLEC shall reimburse Qwest for the actual cost of such inspections except where specified in this Section.

10.8.2.13 When final construction inspection by Qwest has been completed, CLEC shall correct such non-complying conditions within the reasonable period of time specified by Qwest in its written notice. If corrections are not completed within the specified reasonable period, occupancy authorizations for the ROW, poles/duct/innerduct system where non-complying conditions remain uncorrected shall suspend forthwith, regardless of whether CLEC has energized the facilities occupying said poles/duct/innerduct or ROW system and CLEC shall remove its facilities from said poles/duct/innerduct or ROW in accordance with the provisions of this Section, provided, however, if the corrections physically cannot be made within such specified time, and CLEC has been diligently prosecuting such cure, CLEC shall be granted a reasonable additional time to complete such cure. Qwest may deny further occupancy authorization to CLEC until such non-complying conditions are corrected or until CLEC's facilities are removed from the poles/duct/innerduct system where such non-complying conditions exist. If agreed between both Parties, Qwest shall perform or have performed such corrections and CLEC shall pay Qwest the actual cost of performing such work. Subsequent inspections to determine if appropriate corrective actions have been taken may be made by Qwest.

10.8.2.14 Once CLEC's facilities begin occupying the poles/duct/innerduct or ROW system, Qwest may perform a reasonable number of inspections. Qwest shall bear the cost of such inspections unless the results of the inspection reveal a material violation or hazard, or that CLEC has in any other way failed to comply with the provisions of Section 10.8.2.20; in which case CLEC shall reimburse Qwest the costs of inspections

and re-inspections, as required. CLEC's representative may accompany Qwest on such field inspections. The cost of periodic inspection or any special inspections found necessary due to the existence of sub-standard or unauthorized occupancies shall be billed separately.

10.8.2.15 The costs of inspections made during construction and/or the final construction survey and subsequent inspection shall be billed to CLEC upon completion of the inspections.

10.8.2.16 Final construction, subsequent, and periodic inspections or the failure to make such inspections, shall not relieve CLEC of any responsibilities, obligations, or liability assigned under this Agreement.

10.8.2.17 CLEC may use individual workers of its choice to perform any work necessary for the attaching of its facilities so long as such workers have the same qualifications and training as Qwest's workers. CLEC may use any contractor approved by Qwest to perform make-ready work.

10.8.2.18 If Qwest terminates an order for cause, or if CLEC terminates an order without cause, subject to 10.8.4.4.4, CLEC shall pay termination charges equal to the amount of fees and charges remaining on the terminated order(s) and shall remove its facilities from the poles/duct/innerduct within sixty (60) Days, or cause Qwest to remove its facilities from the poles/duct/innerduct at CLEC's expense; provided, however, that CLEC shall be liable for and pay all fees and charges provided for in this Agreement to Qwest until CLEC's facilities are physically removed. "Cause" as used herein shall include CLEC's use of its facilities in material violation of any Applicable Law or in aid of any unlawful act or making an unauthorized modification to Qwest's poles/duct/innerduct, or, in the case of ROW, any act or omission that violates the terms and conditions of either (a) the Access Agreement by which Qwest conveys a right of access to the ROW to CLEC, or (b) the instrument granting the original ROW to Qwest or its predecessor.

10.8.2.19 Qwest may abandon or sell any poles/duct/innerduct/conduit or ROW at any time by giving written notice to CLEC. Any poles/duct/innerduct/conduit or ROW that is sold, will be sold subject to all existing legal rights of CLEC. Upon abandonment of poles/duct/innerduct/conduit or ROW, and with the concurrence of the other joint user(s), if necessary, CLEC shall, within sixty (60) Days of such notice, either: 1) continue to occupy the poles/duct/innerduct/conduit or ROW pursuant to its existing rights under this Agreement if the poles/duct/innerduct/conduit or ROW is purchased by another party; 2) purchase the poles/duct/innerduct/conduit or ROW from Qwest at the current market value; or 3) remove its facilities therefrom. Failure to explicitly elect one of the foregoing options within sixty (60) Days shall be deemed an election to purchase the poles/duct/innerduct/conduit or ROW at the current market value if no other party purchased the poles/duct/innerduct/conduit or ROW within this sixty (60) Day period.

10.8.2.20 CLEC's facilities shall be placed and maintained in accordance with the requirements and specifications of the current applicable standards of Telcordia Manual of Construction Standards, the National Electrical Code, the National Electrical Safety Code, and the rules and regulations of the Occupational Safety and Health Act, all of which are incorporated by reference, and any governing authority having jurisdiction. Where a difference in specifications exists, the more stringent shall apply.



Notwithstanding the foregoing, CLEC shall only be held to such standard as Qwest, its Affiliates or any other Telecommunications Carrier is held. Failure to maintain facilities in accordance with the above requirements or failure to correct as provided in Section 10.8.2.13 shall be cause for termination of the order. CLEC shall in a timely manner comply with all requests from Qwest to bring its facilities into compliance with these terms and conditions.

10.8.2.21 Should Qwest under the provisions of this Agreement remove CLEC's facilities from the poles/duct/innerduct covered by any order, Qwest will deliver the facilities removed upon payment by CLEC of the cost of removal, storage and delivery, and all other amounts due Qwest. If CLEC removes facilities from poles/duct/innerduct for other than repair or maintenance purposes, no replacement on the poles/duct/innerduct shall be made until all outstanding charges due Qwest for previous occupancy have been paid in full. CLEC shall advise Qwest in writing as to the date on which the removal of facilities from the poles/duct/innerduct has been completed.

10.8.2.22 If any facilities are found attached to poles/duct/innerduct for which no order is in effect, Qwest, without prejudice to its other rights or remedies under this Agreement, may assess a charge and CLEC agrees to pay the lesser of (a) the annual fee per pole or per innerduct run between two (2) manholes for the number of years since the most recent inventory, or (b) five (5) times the annual fee per pole or per innerduct run between two (2) manholes. In addition, CLEC agrees to pay (a) interest on these fees at a rate set for the applicable time period by the Internal Revenue Service for individual underpayments pursuant to Section 6621 of the Internal Revenue Service Code (25 U.S.C. § 6621, Rev. Rul. 2000-30, 2000-25 IRS 1262), and (b) the cost of any audit required to identify unauthorized CLEC attachments. Qwest shall waive half the unauthorized attachment fee if the following conditions are met: (1) CLEC cures such unauthorized attachment (by removing it or submitting a valid order for the attachment in the form of Attachment 2 of Exhibit D, within thirty (30) Days of written notification from Qwest of the unauthorized attachment; and (2) the unauthorized attachment did not require Qwest to take curative measures itself (e.g., pulling additional innerduct) prior to cure by CLEC, (3) CLEC reimburses Qwest for cost of audit, or portion thereof, which discovered the unauthorized attachment. Qwest shall also waive the unauthorized attachment fee if the unauthorized attachment arose due to error by Qwest rather than CLEC. CLEC is required to submit in writing, within ten (10) business days after receipt of written notification from Qwest of the unauthorized occupancy, a poles/duct/innerduct application. If such application is not received by Qwest within the specified time period, CLEC will be required to remove its unauthorized facility within thirty (30) Days of the final date for submitting the required application, or Qwest may remove CLEC's facilities without liability, and the cost of such removal shall be borne by CLEC.

10.8.2.23 No act or failure to act by Qwest with regard to an unauthorized occupancy shall be deemed as the authorization of the occupancy. Any subsequently issued authorization shall not operate retroactively or constitute a waiver by Qwest of any of its rights or privileges under this Agreement or otherwise. CLEC shall be subject to all liabilities of the Agreement in regard to said unauthorized occupancy from its inception.

10.8.2.24 Qwest will provide CLEC non-discriminatory access to poles/ducts/innerducts/conduits and ROW pursuant to 47 U.S.C. § 224 and FCC orders, rules and regulations pursuant to 47 U.S.C. § 224. In the event of a conflict between this

Agreement, on one hand, and 47 U.S.C. § 224 and FCC orders, rules and regulations pursuant to 47 U.S.C. § 224, on the other, 47 U.S.C. § 224 and FCC orders, rules and regulations pursuant to 47 U.S.C. § 224 shall govern. Further, in the event of a conflict between Exhibit D, on one hand, and this Agreement or 47 U.S.C. § 224 and FCC orders, rules and regulations pursuant to 47 U.S.C. § 224, on the other, this Agreement or 47 U.S.C. § 224 and FCC orders, rules and regulations pursuant to 47 U.S.C. § 224 shall govern, provided however, that any Access Agreement that has been duly executed, acknowledged and recorded in the real property records for the county in which the ROW is located shall govern in any event pursuant to its terms.

10.8.2.25 Nothing in this Agreement shall require Qwest to exercise eminent domain on behalf of CLEC.

10.8.2.26 Qwest will not enter into ROW agreements for the provision of Telecommunications Services, including agreements relating to ROW within multiple tenant environments, that preclude CLEC from using ROW over which Qwest has ownership or control. Upon CLEC request, Qwest will certify to a landowner with whom Qwest has an ROW agreement, the following:

10.8.2.26.1 that the ROW agreement with Qwest does not preclude the landowner from entering into a separate ROW agreement with CLEC; and

10.8.2.26.2 that there will be no penalty under the agreement between the landowner and Qwest if the landowner enters into a ROW agreement with CLEC.

10.8.2.27 For purposes of permitting CLEC to determine whether Qwest has ownership or control over duct/conduit or ROW, including duct/conduit or ROW within a specific multiple tenant environment, if CLEC requests a copy of an agreement between Qwest and the owner of a duct/conduit or ROW, including duct/conduit or ROW within a specific multiple tenant environment, that grants Qwest access to, ownership of, or control of duct/conduit or ROW within a specific multiple tenant environment, Qwest will provide the agreement to CLEC pursuant to the terms of this Section. CLEC will submit a completed Attachment 1.A from Exhibit D that identifies a specific multiple tenant environment or route for each agreement.

10.8.2.27.1 Upon receipt of a completed Attachment 1.A, Qwest will prepare and return an MTE matrix or ROW matrix, as applicable, within ten (10) Days, which will identify (a) the owner of the duct/conduit or ROW or multiple tenant environment as reflected in Qwest's records, and (b) whether or not Qwest has a copy of an agreement that provides Qwest access to duct/conduit or ROW or multiple tenant environment in its possession. Qwest makes no representations or warranties regarding the accuracy of its records, and CLEC acknowledges that the original property owner may not be the current owner of the property.

10.8.2.27.2 Qwest grants a limited waiver of any confidentiality rights it may have with regards to the content of the agreement, subject to the terms and conditions in Section 10.8.2.27.3 and the Consent to Disclosure form. Qwest will provide to CLEC a copy of an agreement listed in the MTE matrix or ROW matrix, as applicable, that has not been publicly recorded after CLEC obtains authorization for such disclosure from the third party owner(s) of the real property at issue by presenting to Qwest an executed version of the Consent to

Disclosure form that is included in Attachment 4 to Exhibit D of this Agreement. In lieu of submission of the Consent to Disclosure form, CLEC must comply with the indemnification requirements in Section 10.8.4.1.3.

10.8.2.27.3 As a condition of its limited waiver of its right to confidentiality in an agreement that provides Qwest access to a multiple tenant environment that Qwest provides to CLEC or that CLEC obtains from the multiple tenant environment owner or operator, Qwest shall redact all dollar figures from copies of agreements that have not been publicly recorded that Qwest provides to CLEC and shall require that the multiple tenant environment owner or operator make similar redaction's prior to disclosure of the agreement.

10.8.2.27.4 In all instances, CLEC will use agreements only for the following purposes: (a) to determine whether Qwest has ownership or control over duct, conduits, or rights-of-way within the property described in the agreement; (b) to determine the ownership of wire within the property described in the agreement; or (c) to determine the Demarcation Point between Qwest facilities and the owner's facilities in the property described in the agreement. CLEC further agrees that CLEC shall not disclose the contents, terms, or conditions of any agreement provided pursuant to Section 10.8 to any CLEC agents or employees engaged in sales, marketing, or product management efforts on behalf of CLEC.

10.8.2.28 In cities where Qwest has deployed microduct technology but no vacant microduct is available on the specified route, CLEC may request Qwest to place microduct along the desired route or CLEC can choose to place microduct that must meet Qwest specifications.

10.8.2.29 In cities where Qwest has not deployed microduct and CLEC wishes to use this technology, CLEC must lease an innerduct. In these locations CLEC will be required to furnish and place the microduct. At the conclusion of the lease, CLEC and Qwest will make a joint decision whether or not CLEC will be required to remove CLEC's microduct from the innerduct.

10.8.2.30 If any microduct is found occupying facilities for which no order is in effect, Qwest, without prejudice to its other rights or remedies, may assess a charge and CLEC agrees to pay the lesser of (a) the annual fee per microduct run between two (2) manholes for the number of years since the most recent inventory, or (b) five (5) times the annual fee per microduct run between two (2) manholes.

10.8.2.30.1 In addition, CLEC agrees to pay (a) interest on these fees at a rate set for the applicable time period by the Internal Revenue Service for individual underpayments pursuant to Section 6621 of the Internal Revenue Service Code (25 U.S.C 6621, Rev. Rul. 2000-30, 2000-25 IRS 1262), and (b) the cost of any audit required to identify unauthorized CLEC occupancy.

10.8.2.30.2 Qwest shall waive half the unauthorized occupancy fee if the following conditions are met:

10.8.2.30.2.1 CLEC cures such unauthorized occupancy by removing it or submitting a valid order for the attachment within thirty (30) days of written notification from Qwest.

10.8.2.30.2.2 The unauthorized occupancy did not require Qwest to take curative measures (e.g., pulling additional microduct) prior to cure by CLEC.

10.8.2.30.2.3 CLEC reimburses Qwest for cost of audit, or portion thereof, which discovered the unauthorized occupancy. Qwest shall also waive the unauthorized occupancy fee if the unauthorized occupancy arose due to error by Qwest rather than CLEC. CLEC is required to submit in writing, within ten (10) business days after receipt of written notification from Qwest of the unauthorized occupancy, a Poles/Duct/Innerduct/Microduct Application. If such application is not received by Qwest within the specified time period, CLEC will be required to remove its unauthorized facility within thirty (30) Days of the final date for submitting the required application, or Qwest may remove CLEC's facilities without liability, and the cost of such removal shall be borne by CLEC.

10.8.2.31 To be eligible for PDR Transfer of Responsibility of the occupancy of space for poles or conduit, vacating CLEC must have a valid Agreement in place for those facilities specified for transfer.

10.8.2.31.1 The assuming CLEC is required to have an Agreement with Qwest that includes all elements involved in the transfer.

10.8.2.31.2 The Agreement referenced in the PDR Transfer of Responsibility request will be transferred either in its entirety or portion thereof as specified in the PDR Transfer of Responsibility Application Form and Transfer Authorization Agreement.

10.8.2.31.3 The PDR Transfer of Responsibility includes changing the following Qwest items: Customer name, Access Carrier Name Abbreviation (ACNA), Master Customer Number (MCN), customer address, telephone number, billing and contact information, and contact telephone number. The eight (8) character CLEC CLLI™ code will remain the same.

10.8.2.31.4 If vacating CLEC has filed for bankruptcy, assuming CLEC must comply with 11 U.S.C. Section 365.2.6l. The negotiation of the terms and conditions between vacating CLEC and assuming CLEC is the responsibility of those two parties. Qwest does not participate in these discussions. Qwest manages the database and records the transfer.

10.8.2.31.5 Qwest is not responsible for the physical condition of CLEC's facilities.

10.8.2.31.6 Prior to submission of a PDR Transfer of Responsibility request, all work in progress must be negotiated between vacating and assuming CLEC.

10.8.2.31.7 Prior to submitting a Transfer of Responsibility request, assuming CLEC's financial obligations to Qwest must be in good standing. If vacating CLEC is unable to meet its financial obligations, assuming CLEC will be required to assume the financial obligations of vacating CLEC.

10.8.2.31.8 Vacating and assuming CLEC must provide Qwest a signed Qwest PDR Transfer Authorization Agreement providing the following information: All Qwest Central Office Service Areas that may apply, PDR Billing Authorization Numbers (BAN), requested completion date (not binding), and state-specific charge for the transfer as indicated in Exhibit A.

10.8.2.31.9 Once the transfer request is accepted, Qwest will submit the signed PDR Transfer of Responsibility Request Consent Form to vacating and assuming CLECs and the transfer will be completed.

### **10.8.3 Rate Elements**

Recurring and nonrecurring charges for attachments are in accordance with Section 224 of the Act and FCC orders, rules, and regulations promulgated there under. Qwest will re-calculate recurring rates for pole attachments and innerduct (including without limitation microduct) occupancy annually using the FCC rules and formulae found at 47 C.F.R. § 1, Subpart J and A.R.M.I.S data filed by Qwest with the FCC. Qwest will implement and bill CLEC the re-calculated rates without amending this Agreement. Qwest will provide notice to CLEC of the new recurring rates not less than sixty (60) days in advance of the effective date for such rates. Recurring charges are included in Exhibit A and will be updated annually. Nonrecurring charges are included in Exhibit A.

10.8.3.1 Inquiry Fee. A non-refundable pre-paid charge used to recover the costs associated with performing an internal record review to determine if a requested route and/or facility is available, or with respect to ROW, to determine the information necessary to create the MTE matrix or ROW matrix, as applicable, which identifies, for each ROW, the name of the original grantor and the nature of the ROW (i.e., publicly recorded and non-recorded) and the MTE matrix or ROW matrix, as applicable, which identifies each requested legal agreement between Qwest and a third party who has a multiple tenant environment in Qwest's possession that relates to Telecommunications Services provided to or through real property owned by the third party (MTE Agreement) and, for each such MTE Agreement, the name of the third party. Separate Inquiry Fees apply for ROW, poles and duct/conduit/innerduct.

10.8.3.2 Field Verification Fee/Access Agreement Preparation Fee. In the case of poles and duct/innerduct, the Field Verification Fee is a non-refundable pre-paid charge which recovers the estimated actual costs for a field survey verification required for a route and to determine scope of any required make-ready work. Separate Field Verification Fees apply for poles and manholes. In the case of ROW, the Access Agreement Preparation Fee is a non-refundable, pre-paid charge which recovers the estimated actual costs for preparation of the Access Agreement for each ROW requested by CLEC. Field Verification and Access Agreement Preparation Fees shall be billed in advance.

10.8.3.3 Make-Ready Fee. A pre-paid non-refundable (other than true-up) charge which recovers the cost of necessary work required to make the requested facility/ROW available for access. For innerduct, this could include, but is not limited to, the placing of innerduct in conduit/duct systems or core drilling of manholes. For Pole Attachment requests, this could include, but is not limited to, the replacement of poles to meet required clearances over roads or land. For ROW, this make-ready could include, but is not limited to, personnel time, including attorney time. With respect to ROW, make-

ready work refers to legal or other investigation or analysis arising out of CLEC's failure to comply with the process described in Exhibit D for ROW, or other circumstances giving rise to such work beyond the simple preparation of one or more Access Agreements. The estimated pre-paid fee shall be billed in advance.

10.8.3.4 Pole Attachment Fee. A pre-paid fee which is charged for the occupancy, including during any make-ready period, of one (1) foot of pole space (except for antenna attachment which requires two (2) feet). This fee shall be annual unless CLEC requests that it be semi-annual.

10.8.3.5 Innerduct Occupancy Fee. A pre-paid fee which is charged for the occupancy, including during any make-ready period, of an innerduct on a per foot basis. This fee shall be annual unless CLEC requests that it be semi-annual.

10.8.3.6 Access Agreement Consideration. A pre-paid fee which constitutes consideration for conveying access to the ROW to CLEC. This fee shall be a one-time (i.e., nonrecurring) fee.

10.8.3.7 Microduct Occupancy Fee. A pre-paid fee which is charged for the occupancy, including during any make-ready period, and billed annually per microduct, per foot.

10.8.3.8 PDR Transfer of Responsibility. Vacating CLEC will not incur charges for a transfer of responsibility agreement. A PDR Transfer of Responsibility charge for assuming CLEC will be a nonrecurring charge associated with the transfer of the agreement.

#### **10.8.4 Ordering**

There are two (2) steps required before placing an order for access to ROW, duct/innerduct and Pole Attachment: Inquiry Review and Field Verification.

10.8.4.1 Inquiry Reviews. Upon receipt of an inquiry regarding ROW access, Pole Attachment or duct/innerduct occupancy, Qwest will provide CLEC with Exhibit D. CLEC will review the documents and provide Qwest with maps of the desired area indicating the routes and entrance points for proposed attachment, proposed occupancy or proposed CLEC construction on Qwest owned or controlled poles, duct/innerduct and ROW as well as the street addresses of any multiple tenant environments upon or through which CLEC proposes construction on ROW owned or controlled by Qwest. CLEC will include the appropriate inquiry fee with a completed Attachment 1.A from Exhibit D.

10.8.4.1.1 Inquiry Review – Duct/Conduit/Innerduct. Qwest will complete the database inquiry and prepare a duct/conduit structure diagram (referred to as a "Flatline") which shows distances and access points (such as manholes). Along with the Flatline will be estimated costs for field verification of available facilities. These materials will be provided to CLEC within ten (10) Days or within the time frames of the applicable federal or state law, rule or regulation.

10.8.4.1.2 Inquiry Review – Poles. Qwest will provide the name and contact number for the appropriate local field engineer for joint validation of the

poles and route and estimated costs for field verification on Attachment 1.B of Exhibit D within ten (10) Days of the request.

10.8.4.1.3 Inquiry Review – ROW. Qwest shall, upon request of CLEC, provide the ROW matrix, the MTE matrix and a copy of all publicly recorded agreements listed in those matrices to CLEC within ten (10) Days of the request. Qwest will provide to CLEC a copy of agreements listed in the matrices that have not been publicly recorded if CLEC obtains authorization for such disclosure from the third party owner(s) of the real property at issue by an executed version of the Consent to Disclosure form, which is included in Exhibit D, Attachment 4. Qwest may redact all dollar figures from copies of agreements listed in the matrices that have not been publicly recorded that Qwest provides to CLEC. Any dispute over whether terms have been redacted appropriately shall be resolved pursuant to the Dispute Resolution procedures set forth in this Agreement. Alternatively, in order to secure any agreement that has not been publicly recorded, CLEC may provide a legally binding and satisfactory agreement to indemnify Qwest in the event of any legal action arising out of Qwest's provision of such agreement to CLEC. In that event, CLEC shall not be required to provide an executed Consent to Disclosure form. Qwest makes no warranties concerning the accuracy of the information provided to CLEC; CLEC expressly acknowledges that Qwest's files contain only the original ROW instruments, and that the current owner(s) of the fee estate may not be the party identified in the document provided by Qwest.

10.8.4.2 Field Verification – Poles Duct/Innerduct and Access Agreement Preparation (ROW). CLEC will review the inquiry results and determine whether to proceed with field verification for poles/ducts or Access Agreement preparation for ROW. If field verification or Access Agreement preparation is desired, CLEC will sign and return Attachment 1.B of Exhibit D along with a check for the relevant verification fee (Field Verification Fee or Access Agreement Preparation Fee) plus \$10.00 per Access Agreement as consideration for the Access Agreement. Upon payment of the relevant fee and Access Agreement consideration, if applicable, Qwest will provide, as applicable, depending on whether the request is for poles, duct/innerduct/conduit, or ROW: (a) in the case of duct/innerduct/conduit, a field survey and site investigation of the duct/innerduct/conduit, including the preparation of distances and drawings, to determine availability of existing duct/innerduct/conduit; identification of make-ready costs required to provide space; the schedule in which the make-ready work will be completed; and, the annual recurring prices associated with the attachment of facilities; (b) in the case of ROW, the completed Access Agreement(s), executed and acknowledged by Qwest. Upon completion of the Access Agreement(s) by CLEC, in accordance with the instructions, terms and conditions set forth in Exhibit D, the Access Agreement becomes effective to convey the interest identified in the Access Agreement (if any). Any dispute regarding whether a legal agreement conveys a ROW shall be resolved between CLEC and the relevant third party or parties, and such disputes shall not involve Qwest; and/or (c) in the case of poles, estimates of make-ready costs and the annual recurring prices associated with the attachment of facilities shall be as provided in Exhibit A. The verification of (a), (b), and (c), above, shall be completed by Qwest not later than forty-five (45) Days after CLEC's submission of the inquiry request. Make-ready time, if any, and CLEC review time is not part of the forty-five (45) Day interval. The Attachment 2 quotation shall be valid for ninety (90) Days.

10.8.4.2.1 CLEC-Performed Field Verification. At the option of CLEC, it may perform its own field verification (in lieu of Qwest performing same) with the following stipulations: 1) Verifications will be conducted by a Qwest approved contractor; 2) A Qwest contractor will monitor the activity of CLEC contractor and a current labor rate will be charged to CLEC; 3) CLEC will provide Qwest with a legible copy of manhole butterfly drawings that reflect necessary make-ready effort; and 4) Qwest will use CLEC-provided butterfly drawings and documentation to check against existing jobs and provide a final field report of available duct/innerduct. CLEC will be charged standard rates for tactical planner time.

10.8.4.3 Order – Poles and Duct/Innerduct. The review, signing and return of Attachment 2 of the General Information Document along with payment of the Make-Ready and prorated recurring access charges for the current relevant period (annual or semi-annual) shall be accepted as an order for the attachment or occupancy. Upon receipt of the accepted order from CLEC and applicable payment for the fees identified, Qwest will assign the requested space and commence any make-ready work which may be required. Qwest will notify CLEC when poles/duct/innerduct are ready.

10.8.4.4 Make-Ready - Estimates of Make-Ready are used to cover actual Make-Ready costs.

10.8.4.4.1 If Qwest requests, CLEC will be responsible for payment of the actual Make-Ready costs determined if such costs exceed the estimate. Such payment shall be made within thirty (30) Days of receipt of an invoice for the costs that exceed the estimate.

10.8.4.4.2 Within fifteen (15) business days of a request, Qwest will provide CLEC copies of records reflecting actual cost of Make-Ready work; provided, however, that, if Qwest does not possess all such records at the time of the request, then Qwest will provide copies of such records within fifteen (15) business days of receipt of such records. CLEC must request such records, if at all, within sixty (60) Days after written notification of the completion of the Make-Ready work.

10.8.4.4.3 If the actual Make-Ready costs are less than the estimate, an appropriate credit for the difference will be issued upon request. Such request must be received within sixty (60) Days following CLEC's receipt of copies of records if CLEC has requested records under this paragraph, or within sixty (60) Days after written notification of the completion of Make-Ready work if CLEC has not requested records under this paragraph. Such credit will issue within ten (10) business days of Qwest's receipt of either all records related to such actual costs or CLEC's request for credit, whichever comes last, but in no event later than ninety (90) Days following the request for credit.

10.8.4.4.4 If CLEC cancels or if, due to circumstances unforeseen during inquiry/verification, Qwest denies the request for poles, ducts or ROW, upon CLEC request, Qwest will also refund the difference between the actual Make-Ready costs incurred and those prepaid by CLEC, if any. Such request must be made within thirty (30) Days of CLEC's receipt of written denial or notification of cancellation. Any such refund shall be made within ten (10) business days of



either receipt of CLEC's request or Qwest's receipt of all records relating to the actual costs, whichever comes last, but in no event later than ninety (90) Days following the denial.

10.8.4.5 The PDR Transfer of Responsibility process requires the submission of the DPR Transfer of Responsibility Application Form containing information for both the vacating and assuming CLECs, a signed Qwest PDR Transfer Authorization Agreement, and full payment of the quoted PDR Transfer of Responsibility charge.

10.8.4.5.1 The PDR Transfer of Responsibility Application Form and Transfer Authorization Agreement are on Qwest's web site at: <http://www.qwest.com/wholesale/pcat/poleductrow.html>.

10.8.4.5.2 The PDR Transfer of Responsibility Application Form and an electronic version of the Transfer Authorization Agreement with "Agreed" entered in the designated signature blocks (this will act as your electronic signature) must be submitted to [wssst@qwest.com](mailto:wssst@qwest.com).

10.8.4.5.3 The printed and signed PDR Transfer Authorization Agreement and full payment is to be mailed to: Resource Allocation, 700 W. Mineral MT-G28.24, Littleton CO 80120.

## **10.8.5 Billing**

10.8.5.1 CLEC agrees to pay the following fees in advance as specified in Exhibit A: Inquiry Fee, Field Verification Fee, Access Agreement Preparation Fee, Make-Ready Fee, Pole Attachment Fee, Duct/Innerduct Occupancy Fee and Access Agreement Consideration. Make-Ready Fees will be computed in compliance with applicable local, state and federal guidelines. Usage fees for poles/duct/innerduct (i.e., Pole Attachment Fee and Duct/Innerduct Occupancy Fee) will be assessed on an annual basis (unless CLEC requests a semi-annual basis). Annual usage fees for poles/duct/innerduct will be assessed as of January 1 of each year. Semi-annual usage fees for poles/duct/innerduct will be assessed as of January 1 and July 1 of each year. All fees shall be paid within thirty (30) Days following receipt of invoices. All fees are not refundable except as expressly provided herein.

10.8.5.2 Vacating CLEC is obligated to pay all recurring charges until Qwest completes the PDR Transfer of Responsibility request. Once the transfer is complete, the effective date to cease recurring billing will coincide with the same date recurring billing starts for assuming CLEC.

## **10.8.6 Maintenance and Repair**

In the event of any service outage affecting both Qwest and CLEC, repairs shall be effectuated on a non-discriminatory basis as established by local, state or federal requirements. Where such requirements do not exist, repairs shall be made in the following order: electrical, telephone (EAS/local), telephone (Long Distance), and cable television, or as mutually agreed to by the users of the affected poles/duct/innerduct.

## **Section 11.0 - NETWORK SECURITY**

11.1 Protection of Service and Property. Each Party shall exercise the same degree of care to prevent harm or damage to the other Party and any third parties, its employees, agents or End User Customers, or their property as it employs to protect its own personnel, End User Customers and property, etc.

11.2 Each Party is responsible to provide security and privacy of communications. This entails protecting the confidential nature of Telecommunications transmissions between End User Customers during technician work operations and at all times. Specifically, no employee, agent or representative shall monitor any circuits except as required to repair or provide service of any End User Customer at any time. Nor shall an employee, agent or representative disclose the nature of overheard conversations, or who participated in such communications or even that such communication has taken place. Violation of such security may entail state and federal criminal penalties, as well as civil penalties. CLEC is responsible for covering its employees on such security requirements and penalties.

11.3 The Parties' Telecommunications networks are part of the national security network, and as such, are protected by federal law. Deliberate sabotage or disablement of any portion of the underlying equipment used to provide the network is a violation of federal statutes with severe penalties, especially in times of national emergency or state of war. The Parties are responsible for covering their employees on such security requirements and penalties.

11.4 Qwest and CLEC share responsibility for security and network protection for each Collocation arrangement. Each Party's employees, agents or representatives must secure its own portable test equipment, spares, etc. and shall not use the test equipment or spares of other parties. Use of such test equipment or spares without written permission constitutes theft and may be prosecuted. Exceptions are the use of Qwest ladders in the Wire Center, either rolling or track, which CLEC may use in the course of work operations. Qwest assumes no liability to CLEC, its agents, employees or representatives, if CLEC uses a Qwest ladder available in the Wire Center.

11.5 Each Party is responsible for the physical security of its employees, agents or representatives. Providing safety glasses, gloves, etc. must be done by the respective employing Party. Hazards handling and safety procedures relative to the Telecommunications environment is the training responsibility of the employing Party. Proper use of tools, ladders, and test gear is the training responsibility of the employing Party.

11.6 In the event that one Party's employees, agents or representatives inadvertently damage or impair the equipment of the other Party, prompt notification will be given to the damaged Party by verbal notification between the Parties' technicians at the site or by telephone to each Party's 24 x 7 security numbers.

11.7 Each Party shall comply at all times with Qwest security and safety procedures and requirements while performing work activities on Qwest's Premises.

11.8 Qwest will allow CLEC to inspect or observe spaces which house or contain CLEC equipment or equipment enclosures at any time and to furnish CLEC with all keys, entry codes, lock combinations, or other materials or information which may be needed to gain entry into any secured CLEC space, in a manner consistent with that used by Qwest.

11.9 Qwest will limit the keys used in its keying systems for enclosed collocated spaces which contain or house CLEC equipment or equipment enclosures to its employees and representatives to emergency access only. CLEC shall further have the right to change locks where deemed necessary for the protection and security of such spaces.

11.10 Keys may entail either metallic keys or combination electronic ID/key cards. It is solely the responsibility of CLEC to ensure keys are not shared with unauthorized personnel and recover keys and electronic ID/keys promptly from discharged personnel, such that office security is always maintained. Qwest has similar responsibility for its employees.

11.11 CLEC will train its employees, agents and vendors on Qwest security policies and guidelines.

11.12 When working on Qwest ICDF Frames or in Qwest's common or CLEC equipment line-ups, Qwest and CLEC employees, agents and vendors agree to adhere to Qwest quality and performance standards provided by Qwest and as specified in this Agreement.

11.13 CLEC shall report all material losses to Qwest Security. All security incidents are to be referred directly to local Qwest Security – 1-888-879-7328. In cases of emergency, CLEC shall call 911 and 1-888-879-7328.

11.14 Qwest and CLEC employees, agents and vendors will display the identification/access card above the waist and visible at all times.

11.15 Qwest and CLEC shall ensure adherence by their employees, agents and vendors to all applicable Qwest environmental health and safety regulations. This includes all fire/life safety matters, OSHA, EPA, Federal, State and local regulations, including evacuation plans and indoor air quality.

11.16 Qwest and CLEC employees, agents and vendors will secure and lock all doors and gates.

11.17 CLEC will report to Qwest all property and equipment losses immediately, any lost cards or keys, vandalism, unsecured conditions, security violations, anyone who is unauthorized to be in the work area or is not wearing the Qwest identification/access card.

11.18 Qwest and CLEC's employees, agents and vendors shall comply with Qwest Central Office fire and safety regulations, which include but are not limited to, wearing safety glasses in designated areas, keeping doors and aisles free and clean of trip hazards such as wire, checking ladders before moving, not leaving test equipment or tools on rolling ladders, not blocking doors open, providing safety straps and cones in installation areas, using electrostatic discharge protection, and exercising good housekeeping.

11.19 Smoking is not allowed in Qwest buildings, Wire Centers, or other Qwest facilities. No open flames shall be permitted anywhere within the buildings, Wire Centers or other facilities. Failure to abide by this restriction may result in denial of access for that individual and may constitute a violation of the access rules, subjecting CLEC employee, agent or vendor to denial of unescorted access. Qwest shall provide written notice within five (5) Days of CLEC violation of this provision to CLEC prior to denial of access and such notice shall include: 1) identification of the violation of this provision and the personnel involved, 2)

identification of the safety regulation violated, and 3) date and location of such violation. CLEC will have five (5) Days to remedy any such violation for which it has received notice from Qwest. In the event that CLEC fails to remedy any such violation of which it has received notice within such five (5) Days following receipt of such notice, CLEC shall be denied unescorted access to the affected Premises. In the event CLEC disputes any action Qwest seeks to take or has taken pursuant to this provision, CLEC may pursue immediate resolution by expedited Dispute Resolution.

11.20 No flammable or explosive fluids or materials are to be kept or used anywhere within the Qwest buildings or on the grounds.

11.21 No weapons of any type are allowed on Qwest Premises. Vehicles on Qwest property are subject to this restriction as well.

11.22 Except as otherwise provided in this Agreement, CLEC's employees, agents or vendors may not make any modifications, alterations, additions or repairs to any space within the building or on the grounds, provided, however, nothing in Section 11 shall prevent CLEC, its employees or agents from performing modifications, alterations, additions or repairs to its own equipment or facilities.

11.23 Qwest employees may request CLEC's employees, agents or vendors to stop any work activity that in their reasonable judgment is a jeopardy to personal safety or poses a potential for damage to the Qwest Premises, Qwest equipment or Qwest services within the facility until the situation is remedied. CLEC employees may report any work activity that in their reasonable judgment is a jeopardy to personal safety or poses a potential for damage to the building, CLEC equipment or CLEC services within the facility, to Qwest Service Assurance (800-713-3666) and the reported work activity will be immediately stopped until the situation is remedied. In the event such non-compliant activity occurs in a Qwest Central Office, notification of the non-compliant activity may be made to the Central Office supervisor, and the Central Office supervisor shall immediately stop the reported work activity until the situation is remedied. The compliant Party shall provide immediate notice of the non-compliant work activity to the non-compliant Party and such notice shall include: 1) identification of the non-compliant work activity, 2) identification of the safety regulation violated, and 3) date and location of safety violation. If such non-compliant work activities pose an immediate threat to the safety of the other Party's employees, interference with the performance of the other Party's service obligations, or pose an immediate threat to the physical integrity of the other Party's facilities, the compliant Party may perform such work and/or take action as is necessary to correct the condition at the non-compliant Party's expense. In the event the non-compliant Party disputes any action the compliant Party seeks to take or has taken pursuant to this provision, the non-compliant Party may pursue immediate resolution by expedited Dispute Resolution. If the non-compliant Party fails to correct any safety non-compliance within ten (10) Days of written notice of non-compliance, or if such non-compliance cannot be corrected within ten (10) Days of written notice of non-compliance, and if the non-compliant Party fails to take all appropriate steps to correct as soon as reasonably possible, the compliant Party may pursue immediate resolution by expedited Dispute Resolution.

11.24 Qwest is not liable for any damage, theft or personal injury resulting from CLEC's employees, agents or vendors parking in a Qwest parking area.

11.25 CLEC's employees, agents or vendors outside the designated CLEC access area, or without proper identification may be asked to vacate the Premises and Qwest security

may be notified. Continued violations may result in termination of access privileges. Qwest shall provide immediate notice of the security violation to CLEC and such notice shall include: 1) identification of the security violation, 2) identification of the security regulation violated, and 3) date and location of security violation. CLEC will have five (5) Days to remedy any such alleged security violation before any termination of access privileges for such individual. In the event CLEC disputes any action Qwest seeks to take or has taken pursuant to this provision, CLEC may pursue immediate resolution by expedited or other Dispute Resolution.

11.26 Building related problems may be referred to the Qwest Work Environment Centers:

800-879-3499 (CO, WY, AZ, NM)

800-201-7033 (all other Qwest states)

11.27 CLEC will submit a Qwest Collocation Access Application form for individuals needing to access Qwest facilities. CLEC and Qwest will meet to review applications and security requirements.

11.28 CLEC employees, agents and vendors will utilize only corridors, stairways and elevators that provide direct access to CLEC's space or the nearest restroom facility. Such access will be covered in orientation meetings. Access shall not be permitted to any other portions of the building.

11.29 CLEC will collect identification/access cards for any employees, agents or vendors no longer working on behalf of CLEC and forward them to Qwest Security. If cards or keys cannot be collected, CLEC will immediately notify Qwest at 800-210-8169.

11.30 CLEC will assist Qwest in validation and verification of identification of its employees, agents and vendors by providing a telephone contact available seven (7) Days a week, twenty-four (24) hours a Day.

11.31 Qwest and CLEC employees, agents and vendors will notify Qwest Service Assurance (800-713-3666) prior to gaining access into a Central Office after hours, for the purpose of disabling Central Office alarms for CLEC access. Normal business hours are 7:00 a.m. to 5:00 p.m.

11.32 CLEC will notify Qwest if CLEC has information that its employee, agent or vendor poses a safety and/or security risk. Qwest may deny access to anyone who in the reasonable judgment of Qwest threatens the safety or security of facilities or personnel.

11.33 CLEC will supply to Qwest Security, and keep up to date, a list of its employees, agents and vendors who require access to CLEC's space. The list will include names and social security numbers. Names of employees, agents or vendors to be added to the list will be provided to Qwest Security, who will provide it to the appropriate Qwest personnel.

11.34 Revenue Protection. Qwest shall make available to CLEC all present and future fraud prevention or revenue protection features. These features include, but are not limited to, screening codes, information digits '29' and '70' which indicate prison and COCOT pay phone originating line types respectively; call blocking of domestic, international, 800, 888, 900, NPA-976, 700 and 500 numbers. Qwest shall additionally provide partitioned access to fraud

prevention, detection and control functionality within pertinent Operations Support Systems which include but are not limited to LIDB Fraud monitoring systems.

11.34.1 Uncollectable or unbillable revenues resulting from, but not confined to, Provisioning, maintenance, or signal network routing errors shall be the responsibility of the Party causing such error or malicious acts, if such malicious acts could have reasonably been avoided.

11.34.2 Uncollectible or unbillable revenues resulting from the accidental or malicious alteration of software underlying Network Elements or their subtending Operational Support Systems by unauthorized third parties that could have reasonably been avoided shall be the responsibility of the Party having administrative control of access to said Network Element or operational support system software.

11.34.3 Qwest shall be responsible for any direct uncollectible or unbillable revenues resulting from the unauthorized physical attachment to Loop facilities from the Main Distribution Frame up to and including the Network Interface Device, including clip-on fraud, if Qwest could have reasonably prevented such fraud.

11.34.4 To the extent that incremental costs are directly attributable to a revenue protection capability requested by CLEC, those costs will be borne by CLEC.

11.34.5 To the extent that either Party is liable to any toll provider for fraud and to the extent that either Party could have reasonably prevented such fraud, the Party who could have reasonably prevented such fraud must indemnify the other for any fraud due to compromise of its network (e.g., clip-on, missing information digits, missing toll restriction, etc.).

11.34.6 If Qwest becomes aware of potential fraud with respect to CLEC's accounts, Qwest will promptly inform CLEC and, at the direction of CLEC, take reasonable action to mitigate the fraud where such action is possible.

11.35 Law Enforcement Interface. Qwest provides emergency assistance to 911 centers and law enforcement agencies seven (7) Days a week/twenty-four (24) hours a Day. Assistance includes, but is not limited to, release of 911 trace and subscriber information; in-progress trace requests; establishing emergency trace equipment, release of information from an emergency trap/trace or \*57 trace; requests for emergency subscriber information; assistance to law enforcement agencies in hostage/barricade situations, kidnappings, bomb threats, extortion/scams, runaways and life threats.

11.36 Qwest provides trap/trace, pen register and Title III assistance directly to law enforcement, if such assistance is directed by a court order. This service is provided during normal business hours, Monday through Friday. Exceptions are addressed in the above paragraph. The charges for these services will be billed directly to the law enforcement agency, without involvement of CLEC, for any lines served from Qwest Wire Centers or cross boxes.

11.37 In all cases involving telephone lines served from Qwest Wire Centers or cross boxes, whether the line is a resold line or Unbundled Loop element, Qwest will perform trap/trace Title III and pen register assistance directly with law enforcement. CLEC will not be involved or notified of such actions, due to non-disclosure court order considerations, as well as timely response duties when law enforcement agencies are involved. Exceptions to the above

will be those cases, as yet undetermined, where CLEC must participate due to technical reasons wherein its circuitry must be accessed or modified to comply with law enforcement, or for legal reasons that may evolve over time. CLEC will provide Qwest with a twenty-four (24) hours a Day, seven (7) Days a week contact for processing such requests, should they occur.

## **Section 12.0 - ACCESS TO OPERATIONAL SUPPORT SYSTEMS (OSS)**

### **12.1 Description**

12.1.1 Qwest has developed and shall continue to provide Operational Support System (OSS) interfaces using electronic gateways and manual processes. These gateways act as a mediation or control point between CLEC's and Qwest's OSS. These gateways provide security for the interfaces, protecting the integrity of the Qwest OSS and databases. Qwest's OSS interfaces have been developed to support Pre-ordering, Ordering and Provisioning, Maintenance and Repair and Billing. This section describes the interfaces and manual processes that Qwest has developed and shall provide to CLEC. Additional technical information and details shall be provided by Qwest in training sessions and documentation and support, such as the "Interconnect Mediated Access User's Guide." Qwest will continue to make improvements to the electronic interfaces as technology evolves, Qwest's legacy systems improve, or CLEC needs require. Qwest shall provide notification to CLEC consistent with the provisions of the Change Management Process (CMP) set forth in Section 12.2.6.

12.1.2 Through its electronic gateways and manual processes, Qwest shall provide CLEC non-discriminatory access to Qwest's OSS for Pre-ordering, Ordering and Provisioning, Maintenance and Repair, and Billing functions. For those functions with a retail analogue, such as pre-ordering and ordering and Provisioning of resold services, Qwest shall provide CLEC access to its OSS in substantially the same time and manner as it provides to itself. For those functions with no retail analogue, such as pre-ordering and ordering and Provisioning of Unbundled Elements, Qwest shall provide CLEC access to Qwest's OSS sufficient to allow an efficient competitor a meaningful opportunity to compete. Qwest will comply with the standards for access to OSS set forth in Section 20. Qwest shall deploy the necessary systems and personnel to provide sufficient access to each of the necessary OSS functions. Qwest shall provide assistance for CLEC to understand how to implement and use all of the available OSS functions. Qwest shall provide CLEC sufficient electronic and manual interfaces to allow CLEC equivalent access to all of the necessary OSS functions. Through its web site, training, disclosure documentation and development assistance, Qwest shall disclose to CLEC any internal business rules and other formatting information necessary to ensure that CLEC's requests and orders are processed efficiently. Qwest shall provide training to enable CLEC to devise its own course work for its own employees. Through its documentation available to CLEC, Qwest will identify how its interface differs from national guidelines or standards. Qwest shall provide OSS designed to accommodate both current demand and reasonably foreseeable demand.

### **12.2 OSS Support for Pre-ordering, Ordering and Provisioning**

12.2.0 Qwest will establish interface contingency plans and disaster recovery plans for the interfaces described in this Section. Qwest will work cooperatively with CLECs through the CMP to consider any suggestions made by CLECs to improve or modify such plans. CLEC-specific requests for modifications to such plans will be negotiated and mutually agreed upon between Qwest and CLEC.

#### **12.2.0.1 Ordering and Provisioning**

12.2.0.1.1 Ordering and Provisioning - Qwest will provide access to ordering and status functions. CLEC will populate the service request to identify what



features, services, or elements it wishes Qwest to provision in accordance with Qwest's published business rules.

12.2.0.1.2 Qwest will provide all Provisioning services to CLEC during the same business hours that Qwest provisions services for its End User Customers. Qwest will provide out-of-hours Provisioning services to CLEC on a non-discriminatory basis, as it provides such Provisioning services to itself, its End User Customers, its Affiliates or any other Party. Qwest shall disclose the business rules regarding out-of-hours Provisioning on its wholesale web site.

12.2.0.1.3 When CLEC places a manual order, Qwest will provide CLEC with a manual Firm Order Confirmation (FOC) notice. The confirmation notice will follow industry-standard formats.

12.2.0.1.4 Business rules regarding rejection of Local Service Requests (LSR) or Access Service Requests (ASR) are subject to the provisions of Section 12.2.6.

12.2.0.1.5 When Qwest provides installation on behalf of CLEC, Qwest will advise CLEC's End User Customer to notify CLEC immediately if the End User Customer requests a service change at the time of installation.

## **12.2.1 Ordering Process**

### **12.2.1.1 Local Service Requests (LSR)**

12.2.1.1.1 Qwest shall provide electronic interface gateways for submission of LSRs, including both an application-to-application interface and a Graphical User Interface (GUI).

12.2.1.1.2 The interface guidelines for the application-to-application interface are based upon the Order & Billing Forum (OBF) Local Service Order Guidelines (LSOG), and the appropriate electronic transmission standards. Exceptions to the above guidelines/standards shall be specified in the Interconnect Mediated Access (IMA) disclosure documents.

12.2.1.1.3 The GUI shall provide a single interface for Pre-order and Order transactions from CLEC to Qwest and is browser based. The GUI interface shall be based on the LSOG and utilizes a WEB standard technology, Hyper Text Markup Language (HTML), JAVA and the Transmission Control Protocol/Internet Protocol (TCP/IP) to transmit messages.

12.2.1.1.4 Functions Pre-ordering - Qwest will provide real time, electronic access to pre-order functions to support CLEC's ordering via the electronic interfaces described herein. Qwest will make the following real time pre-order functions available to CLEC:

12.2.1.1.4.1 Features, services and Primary Interexchange Carrier (PIC) options for IntraLATA toll and InterLATA toll available at a valid service address;

12.2.1.1.4.2 Access to Customer Service Records (CSRs) for Qwest retail or resale End User Customers. The information will include Billing name, service address, Billing address, service and feature subscription, Directory Listing information, and Long Distance Carrier identity;

12.2.1.1.4.3 Telephone number request and selection;

12.2.1.1.4.4 Reservation of appointments for service installations requiring the dispatch of a Qwest technician on a non-discriminatory basis;

12.2.1.1.4.5 Information regarding whether dispatch is required for service installation and available installation appointments;

12.2.1.1.4.6 Service address verification;

12.2.1.1.4.7 Facility availability, Loop qualification and Loop make-up information, including, but not limited to, Loop length, presence of Bridged Taps, repeaters, and loading coils;

12.2.1.1.4.8 A list of valid available CFAs for Unbundled Loops;

12.2.1.1.4.9 A list of one to five (1-5) individual Meet Points or a range of Meet Points for shared Loops;

12.2.1.1.4.10 Design Layout Record (DLR) Query which provides the layout for the local portion of a circuit at a particular location where applicable;

12.2.1.1.4.11 NC/NCI combinations supported by IMA flow-through can be addressed;

12.2.1.1.4.12 Raw Loop Data can be validated in IMA and QORA and retrieved by segments and sub-segments; and

12.2.1.1.4.13 Loop Qualification for ISDN and Qwest DSL services can be performed using IMA Loop Qualification Tool.

12.2.1.1.5 When CLEC places an electronic order, Qwest will provide CLEC with an electronic FOC. The FOC will follow industry-standard formats and contain the Qwest Due Date for order completion. Upon completion of the order, Qwest supplies two (2) completion notices: 1) service order completion (SOC) which notifies CLEC when the service order record was completed, and 2) Billing completion that notifies CLEC that the service order has posted to the Billing system.

12.2.1.1.6 When CLEC places an electronic order, Qwest will provide notification electronically of any instances when 1) Qwest's Committed Due Date is in jeopardy of not being met by Qwest, or 2) an order is rejected. The standards for returning such notices are set forth in Section 20.

12.2.1.1.7 When CLEC places a manual order, Qwest provide notification of any instances when 1) Qwest's committed Due Date is in jeopardy of not being met by Qwest on any service, or 2) an order is rejected. The standards for returning such notices are set forth in Section 20.

12.2.1.1.8 Dial-Up Capabilities

12.2.1.1.8.1 Intentionally Left Blank.

12.2.1.1.8.2 Intentionally Left Blank.

12.2.1.1.8.3 When CLEC requests from Qwest more than fifty (50) SecurIDs for use by CLEC Customer service representatives at a single CLEC location, CLEC shall use a T1 line instead of dial-up access at that location. If CLEC is obtaining the line from Qwest, then CLEC shall be able to use SecurIDs until such time as Qwest provisions the T1 line and the line permits pre-order and order information to be exchanged between Qwest and CLEC.

12.2.1.1.9 Application-to-application Facilities-based Listing Process. Qwest shall provide an application-to-application facilities-based listing interface to enable CLEC's listing data to be translated and passed into the Qwest listing database. This interface is based upon OBF LSOG and the appropriate electronic transmission standards. Qwest shall supply exceptions to these guidelines/standards in writing in sufficient time for CLEC to adjust system requirements.

12.2.1.2 Access Service Request (ASR)

12.2.1.2.1 Qwest shall provide a computer-to-computer batch file interface, an application-to-application interface, and a GUI interface for submission of ASRs based upon the OBF Access Service Order Guidelines (ASOG). Qwest shall supply exceptions to these guidelines in writing in sufficient time for CLEC to adjust system requirements.

12.2.1.2.2 Functions Pre-ordering. Qwest will provide real time, electronic access to pre-order functions to support CLEC's ordering via the electronic interfaces described in this Section. Qwest will make the following real time pre-order functions available to CLEC:

12.2.1.2.2.1 Service Address validation;

12.2.1.2.2.2 CFA validation;

12.2.1.2.2.3 NC-NCI validation;

12.2.1.2.2.4 BAN validation; and

12.2.1.2.2.5 CLLI validation.

12.2.1.2.3 When CLEC places an electronic or manual order,

Qwest will provide notification of any instances when 1) Qwest's committed Due Date is in jeopardy of not being met by Qwest, or 2) an order is rejected. The standards for returning such notices are set forth in Section 20.

12.2.1.2.4 When CLEC places an electronic order, Qwest will provide CLEC with an electronic Firm Order Confirmation notice (FOC). The FOC will follow industry-standard formats and contain the Qwest Due Date for order completion.

## **12.2.2 Maintenance and Repair**

12.2.2.1 Qwest shall provide electronic interface gateways, including an Electronic Bonding interface and a GUI interface, for reviewing an End User Customer's trouble history at a specific location, conducting testing of an End User Customer's service where applicable, and reporting trouble to facilitate the exchange of updated information and progress reports between Qwest and CLEC while the Trouble Report (TR) is open and a Qwest technician is working on the resolution. CLEC may also report trouble through manual processes. For designed services, the TR will not be closed prior to verification by CLEC that trouble is cleared.

## **12.2.3 Interface Availability**

12.2.3.1 Qwest shall make its OSS interfaces available to CLEC during the hours listed in the Gateway Availability PIDs in Section 20.

12.2.3.2 Qwest shall notify CLEC in a timely manner regarding system downtime through mass email distribution and pop-up windows as applicable.

## **12.2.4 Billing**

12.2.4.1 For products billed out of the Qwest Interexchange Access Billing System (IABS), Qwest will utilize the existing CABS/BOS format and technology for the transmission of bills.

12.2.4.2 For products billed out of the Qwest Customer Record Information System (CRIS), Qwest will utilize the existing EDI standard for the transmission of monthly local Billing information. EDI is an established standard under the auspices of the ANSI/ASC X12 Committee. A proper subset of this specification has been adopted by the Telecommunications Industry Forum (TCIF) as the "811 Guidelines" specifically for the purposes of Telecommunications Billing. Any deviance from these standards and guidelines shall be documented and accessible to CLEC.

## **12.2.5 Outputs**

Output information will be provided to CLEC in the form of bills, files, and reports. Bills will capture all regular monthly and incremental/usage charges and present them in a summarized format. The files and reports delivered to CLEC come in the following categories:

Usage Record File	Line Usage Information
Loss and Completion	Order Information
Category 11	Facility Based Line Usage Information
SAG/FAM	Street Address/Facility Availability Information

#### 12.2.5.1 Bills

12.2.5.1.1 CRIS Summary Bill - The CRIS Summary Bill represents a monthly summary of charges for most wholesale products sold by Qwest. This bill includes a total of all charges by entity plus a summary of current charges and adjustments on each sub-account. Individual sub-accounts are provided as Billing detail and contain monthly, one-time charges and incremental/call detail information. The Summary Bill provides one bill and one payment document for CLEC. These bills are segmented by state and bill cycle. The number of bills received by CLEC is dictated by the product ordered and the Qwest region in which CLEC is operating.

12.2.5.1.2 IABS Bill - The IABS Bill represents a monthly summary of charges. This bill includes monthly and one-time charges plus a summary of any usage charges. These bills are segmented by product, LATA, Billing account number (BAN) and bill cycle.

#### 12.2.5.2 Files and Reports

12.2.5.2.1 Daily Usage Record File provides the accumulated set of call information for a given Day as captured or recorded by the network Switches. This file will be transmitted Monday through Friday, excluding Qwest holidays. This information is a file of unrated Qwest originated usage messages and rated CLEC originated usage messages. It is provided in ATIS standard Electronic Message Interface (EMI) format. This EMI format is outlined in the document SR-320; which can be obtained directly from ATIS. The Daily Usage Record File contains multi-state data for the Data Processing Center generating this information. Individual state identification information is contained with the message detail. Qwest will provide this data to CLEC with the same level of precision and accuracy it provides itself. This file will be provided for resale products.

12.2.5.2.2 The charge for this Daily Usage Record File is contained in Exhibit A of this Agreement.

12.2.5.2.3 Routing of in-region IntraLATA Collect, Calling Card, and Third Number Billed Messages - Qwest will distribute in-region IntraLATA collect, calling card, and third number billed messages to CLEC and exchange with other CLECs operating in region in a manner consistent with existing inter-company processing agreements. Whenever the daily usage information is transmitted to a Carrier, it will contain these records for these types of calls as well.

12.2.5.2.4 Loss Report provides CLEC with a daily report that contains a list of accounts that have had lines and/or services disconnected. This may indicate that the End User Customer has changed CLECs or removed services from an existing account. This report also details the order number, service name and address, and date this change was made. Individual reports will be provided for resale and Unbundled Loop products.

12.2.5.2.5 Completion Report provides CLEC with a daily report. This report is used to advise CLEC that the order(s) for the service(s) requested is complete. It details the order number, service name and address and date this change was completed. Individual reports will be provided for resale and Unbundled Loop products.

12.2.5.2.6 Category 11 Records are Exchange Message Records (EMR) which provide mechanized record formats that can be used to exchange access usage information between Qwest and CLEC. Category 1101 series records are used to exchange detailed access usage information.

12.2.5.2.7 Intentionally Left Blank.

12.2.5.2.8 SAG/FAM Files. The SAG (Street Address Guide)/FAM (Features Availability Matrix) files contain the following information:

- a) SAG provides Address and Serving Central Office Information.
- b) FAM provides USOCs and descriptions by state (POTS services only), and USOC availability by NPA-NXX with the exception of Centrex. InterLATA/IntraLATA Carriers by NPA-NXX.

These files are made available via a download process. They can be retrieved by FTP (File Transfer Protocol), NDM connectivity, or a Web browser.

12.2.6 Change Management. Qwest agrees to maintain a change management process, known as (CMP), that is consistent with or exceeds industry guidelines, standards and practices to address Qwest's OSS, products and processes. The CMP shall include, but not be limited to, utilization of the following: (i) a forum for CLEC and Qwest to discuss CLEC and Qwest change requests (CR), CMP notifications, systems release life cycles, and communications; (ii) provide a forum for CLECs and Qwest to discuss and prioritize CRs, where applicable pursuant to the CMP Document; (iii) a mechanism to track and monitor CRs and CMP notifications; (iv) established intervals where appropriate in the process; (v) processes by which CLEC impacts that result from changes to Qwest's OSS, products or processes can be promptly and effectively resolved; (vi) processes that are effective in maintaining the shortest timeline practicable for the receipt, development and implementation of all CRs; (vii) sufficient dedicated Qwest processes to address and resolve in a timely manner CRs and other issues that come before the CMP body; (viii) processes for OSS Interface testing; (ix) information that is clearly organized and readily accessible to CLECs, including the availability of web-based tools; (x) documentation provided by Qwest that is effective in enabling CLECs to build an electronic gateway; and (xi) a process for changing CMP that calls for collaboration among CLECs and Qwest and requires agreement by the CMP participants. Pursuant to the scope and procedures set forth in the CMP Document, Qwest will submit to CLECs through the CMP, among other things, modifications to existing products and technical documentation available to

CLECs, introduction of new products available to CLECs, discontinuance of products available to CLECs, modifications to pre-ordering, ordering/provisioning, maintenance/repair or billing processes, introduction of pre-ordering, ordering/provisioning, maintenance/repair or billing processes, discontinuance of pre-ordering, ordering/provisioning, maintenance/repair or billing processes, modifications to existing OSS interfaces, introduction of new OSS interfaces, and retirement of existing OSS interfaces. Qwest will maintain as part of CMP an escalation process so that CMP issues can be escalated to a Qwest representative authorized to make a final decision and a process for the timely resolution of disputes. The governing document for CMP, known as the "Change Management Process" Document is the subject of ongoing negotiations between Qwest and CLECs in the ongoing CMP. The CMP Document will continue to be changed through those discussions. The CMP Document reflects the commitments Qwest has made regarding maintaining its CMP and Qwest commits to implement agreements made in the CMP process as soon as practicable after they are made. The CMP Document will be subject to change through the CMP, as set forth in the CMP Document. Qwest will maintain the most current version of the CMP Document on its wholesale web site.

12.2.6.1 In the course of establishing operational ready system interfaces between Qwest and CLEC to support local service delivery, CLEC and Qwest may need to define and implement system interface specifications that are supplemental to existing standards. CLEC and Qwest will submit such specifications to the appropriate standards committee and will work towards their acceptance as standards.

12.2.6.2 Release updates will be implemented pursuant to the CMP.

12.2.6.3 Intentionally Left Blank.

### **12.2.7 CLEC Responsibilities for Implementation of OSS Interfaces**

12.2.7.1 Before CLEC implementation can begin, CLEC must completely and accurately answer the New Customer Questionnaire as required in Section 3.2.

12.2.7.2 Once Qwest receives a complete and accurate New Customer Questionnaire, Qwest and CLEC will mutually agree upon time frames for implementation of connectivity between CLEC and the OSS interfaces.

### **12.2.8 Qwest Responsibilities for On-going Support for OSS Interfaces**

Qwest will support previous application-to-application releases for six (6) months after the next subsequent release has been deployed.

12.2.8.1 Qwest will provide written notice to CLEC of the need to migrate to a new release.

12.2.8.2 Qwest will provide an Implementation Coordinator to work with CLEC for business scenario re-certification, migration and data conversion strategy definition.

12.2.8.3 Re-certification is the process by which CLEC demonstrates the ability to generate correct functional transactions for enhancements not previously certified. Qwest will provide the suite of tests for re-certification to CLEC with the issuance of the disclosure document.

12.2.8.4 Qwest shall provide training mechanisms for CLEC to pursue in educating its internal personnel. Qwest shall provide training necessary for CLEC to use Qwest's OSS interfaces and to understand Qwest's documentation, including Qwest's business rules.

### **12.2.9 CLEC Responsibilities for On-going Support for OSS Interfaces**

12.2.9.1 If using the GUI interface, CLEC will take reasonable efforts to train CLEC personnel on the GUI functions that CLEC will be using.

12.2.9.2 An application-to-application exchange protocol will be used to transport electronically-formatted content. CLEC must perform certification testing of exchange protocol prior to using the application-to-application interface.

12.2.9.3 Qwest will provide CLEC with access to a stable testing environment that mirrors production to certify that its OSS will be capable of interacting smoothly and efficiently with Qwest's OSS. Qwest has established the following test processes to assure the implementation of a solid interface between Qwest and CLEC:

12.2.9.3.1 Connectivity Testing – CLEC and Qwest will conduct connectivity testing. This test will establish the ability of the trading partners to send and receive electronic messages effectively. This test verifies the communications between the trading partners. Connectivity is established during each phase of the implementation cycle. This test is also conducted prior to controlled production and before going live in the production environment if CLEC or Qwest has implemented environment changes when moving into production.

12.2.9.3.2 Stand-Alone Testing Environment (SATE) regression testing: Qwest's stand-alone testing environment will take pre-order and order requests, pass them to the stand-alone database, and return responses to CLEC during its development and implementation of application-to-application interface. Regression testing-SATE provides CLEC the opportunity to validate its technical development efforts built via Qwest documentation without the need to schedule test times. This testing verifies CLEC's ability to send correctly formatted electronic transactions through the IMA system edits successfully for both new and existing releases. SATE uses test account data supplied by Qwest. Qwest will make additions to the test beds and test accounts as it introduces new OSS electronic interface capabilities, including support of new products and services, new interface features, and functionalities. All SATE pre-order queries and orders are subjected to the same edits as production pre-order and order transactions. This testing phase is optional.

12.2.9.3.3 SATE-progression testing: CLEC has the option of participating with Qwest in progression testing to provide CLEC with the opportunity to validate technical development efforts and to quantify processing results. Progression testing provides CLEC the opportunity to validate its technical development efforts built via Qwest documentation without the need to schedule test times. This testing verifies CLEC's ability to send correctly formatted electronic transactions through IMA system edits successfully for both new and existing releases. SATE uses test account data supplied by Qwest. Qwest will



make additions to the test beds and test accounts as it introduces new OSS electronic interface capabilities, including support of new products and services, new interface features, and functionalities. All SATE pre-order queries and orders are subjected to the same edits as production pre-order and order transactions. This testing phase is required.

12.2.9.3.4 Controlled Production – Qwest and CLEC will perform controlled production. The controlled production process is designed to validate the ability of CLEC to transmit electronic data that completely meets the appropriate electronic transmission standards and complies with all Qwest business rules. Controlled production consists of the controlled submission of actual CLEC production requests to the Qwest production environment. Qwest treats these pre-order queries and orders as production pre-order and order transactions. Qwest and CLEC use controlled production results to determine operational readiness. Controlled production requires the use of valid account and order data. All certification orders are considered to be live orders and will be provisioned.

12.2.9.3.5 If CLEC is using the application-to-application interface, Qwest shall provide CLEC with a pre-allotted amount of time to complete certification of its business scenarios. Qwest will allow CLEC a reasonably sufficient amount of time during the day and a reasonably sufficient number of days during the week to complete certification of its business scenarios consistent with CLEC's business plan. It is the sole responsibility of CLEC to schedule an appointment with Qwest for certification of its business scenarios. CLEC must make every effort to comply with the agreed upon dates and times scheduled for the certification of its business scenarios. If the certification of business scenarios is delayed due to CLEC, it is the sole responsibility of CLEC to schedule new appointments for certification of its business scenarios. Qwest will make reasonable efforts to accommodate CLEC schedule. Conflicts in the schedule could result in certification being delayed. If a delay is due to Qwest, Qwest will honor CLEC's schedule through the use of alternative hours.

12.2.9.4 If CLEC is using the application-to-application interface, CLEC must work with Qwest to certify the business scenarios that CLEC will be using in order to ensure successful transaction processing. Qwest and CLEC shall mutually agree to the business scenarios for which CLEC requires certification. Certification will be granted for the specified release of the interface. If CLEC is certifying multiple products or services, CLEC has the option of certifying those products or services serially or in parallel where Technically Feasible.

12.2.9.4.1 For a new software release or upgrade, Qwest will provide CLEC a stable testing environment that mirrors the production environment in order for CLEC to test the new release. For software releases and upgrades, Qwest has implemented the testing processes set forth in Sections 12.2.9.3.2, 12.2.9.3.3 and 12.2.9.3.4.

12.2.9.5 New releases of the application-to-application interface may require re-certification of some or all business scenarios. A determination as to the need for re-certification will be made by the Qwest coordinator in conjunction with the release manager of each IMA release. Notice of the need for re-certification will be provided to

CLEC as the new release is implemented. The suite of re-certification test scenarios will be provided to CLEC with the disclosure document. If CLEC is certifying multiple products or services, CLEC has the option of certifying those products or services serially or in parallel, where Technically Feasible.

12.2.9.6 CLEC will contact the Qwest Implementation Coordinator to initiate the migration process. CLEC may not need to certify to every new IMA application-to-application release, however, CLEC must complete the re-certification and migration to the new release within six (6) months of the deployment of the new release. CLEC will use reasonable efforts to provide sufficient support and personnel to ensure that issues that arise in migrating to the new release are handled in a timely manner.

12.2.9.6.1 The following rules apply to initial development and certification of IMA application-to-application interface versions and migration to subsequent application-to-application interface versions:

12.2.9.6.1.1 SATE regression or SATE progression interoperability testing must begin on the prior release before the next release is implemented. Otherwise, CLEC will be required to move its implementation plan to the next release.

12.2.9.6.1.2 New IMA application-to-application users must be certified and in production with at least one (1) product and one (1) order activity type on a prior release two (2) months after the implementation of the next release. Otherwise, CLEC will be required to move its implementation plan to the next release.

12.2.9.6.1.3 Any IMA application-to-application user that has been placed into production on the prior release not later than two (2) months after the next release implementation may continue certifying additional products and activities until two (2) months prior to the retirement of the release. To be placed into production, the products/order activities must have been tested in the SATE environment before two (2) months after the implementation of the next release.

12.2.9.7 CLEC will be expected to execute the re-certification test cases in the stand alone test environment. CLEC will provide Purchase Order Numbers (PONs) of the successful test cases to Qwest.

12.2.9.8 In addition to the testing set forth in other sections of Section 12.2.9, upon request by CLEC, Qwest shall enter into negotiations for comprehensive production test procedures. In the event that agreement is not reached, CLEC shall be entitled to employ, at its choice, the Dispute Resolution procedures of this Agreement or expedited resolution through request to the state Commission to resolve any differences. In such cases, CLEC shall be entitled to testing that is reasonably necessary to accommodate identified business plans or operations needs, accounting for any other testing relevant to those plans or needs. As part of the resolution of such dispute, there shall be considered the issue of assigning responsibility for the costs of such testing. Absent a finding that the test scope and activities address issues of common interest to the CLEC community, the costs shall be assigned to CLEC requesting the test procedures.

## **12.2.10 CLEC Support**

12.2.10.1 Qwest shall provide documentation and assistance for CLEC to understand how to implement and use all of the available OSS functions. Qwest shall provide to CLEC in writing any internal business rules and other formatting information necessary to ensure that CLEC's requests and orders are processed efficiently. This assistance will include, but is not limited to, contacts to the CLEC account team, training, documentation, and CLEC Help Desk. Qwest will also supply CLEC with an escalation level contact list in the event issues are not resolved via contacts to the CLEC account team, training, documentation and CLEC Help Desk.

### **12.2.10.2 CLEC Help Desk**

12.2.10.2.1 The CLEC Systems Help Desk will provide a single point of entry for CLEC to gain assistance in areas involving connectivity, system availability, and file outputs. The CLEC Systems Help Desk areas are further described below.

12.2.10.2.1.1 Connectivity covers trouble with CLEC's access to the Qwest system for hardware configuration requirements with relevance to application-to-application and GUI interfaces; software configuration requirements with relevance to application-to-application and GUI interfaces; modem configuration requirements, T1 configuration and dial-in string requirements, firewall access configuration, web-services configuration, SecurID configuration, Profile Setup, and password verification.

12.2.10.2.1.2 System Availability covers system errors generated during an attempt by CLEC to place orders or open trouble reports through application-to-application and GUI interfaces. These system errors are limited to: Resale/POTS; UNE POTS; Design Services and Repair.

12.2.10.2.1.3 File Outputs covers CLEC's output files and reports produced from its usage and order activity. File outputs system errors are limited to: Daily Usage File; Loss / Completion File, IABS Bill, CRIS Summary Bill, Category 11 Report and SAG/FAM Reports.

12.2.10.3 Additional assistance to CLEC is available through various public web sites. These web sites provide electronic interface training information and user documentation and technical specifications and are located on Qwest's wholesale web site. Qwest will provide Interconnect Service Center Help Desks which will provide a single point of contact for CLEC to gain assistance in areas involving order submission and manual processes.

## **12.2.11 Compensation/Cost Recovery**

Recurring and nonrecurring OSS charges, as applicable, will be billed at rates set forth in Exhibit A. Any such rates will be consistent with Existing Rules. Qwest shall not impose any recurring or nonrecurring OSS charges unless and until the Commission authorizes Qwest to

impose such charges and/or approves applicable rates at the completion of appropriate cost docket proceedings.

## **12.3 Maintenance and Repair**

### **12.3.1 Service Levels**

12.3.1.1 Qwest will provide repair and maintenance for all services covered by this Agreement in substantially the same time and manner as that which Qwest provides for itself, its End User Customers, its Affiliates, or any other party. Qwest shall provide CLEC repair status information in substantially the same time and manner as Qwest provides for its retail services.

12.3.1.2 During the term of this Agreement, Qwest will provide necessary maintenance business process support to allow CLEC to provide similar service quality to that provided by Qwest to itself, its End User Customers, its Affiliates, or any other party.

12.3.1.3 Qwest will perform repair service that is substantially the same in timeliness and quality to that which it provides to itself, its End User Customers, its Affiliates, or any other party. Trouble calls from CLEC shall receive response time priority that is substantially the same as that provided to Qwest, its End User Customers, its Affiliates, or any other party and shall be handled in a nondiscriminatory manner.

### **12.3.2 Branding**

12.3.2.1 Qwest shall use unbranded Maintenance and Repair forms while interfacing with CLEC End User Customers. Upon request, Qwest shall use CLEC provided and branded Maintenance and Repair forms. Qwest may not unreasonably interfere with branding by CLEC.

12.3.2.2 Except as specifically permitted by CLEC, in no event shall Qwest provide information to CLEC subscribers about CLEC or CLEC product or services.

12.3.2.3 This section shall confer on Qwest no rights to the service marks, trademarks and trade names owned by or used in connection with services offered by CLEC or its Affiliates, except as expressly permitted by CLEC.

### **12.3.3 Service Interruptions**

12.3.3.1 The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not: 1) interfere with or impair service over any facilities of the other Party, its affiliated companies, or its connecting and concurring Carriers involved in its services; 2) cause damage to the plant of the other Party, its affiliated companies, or its connecting concurring Carriers involved in its services; 3) violate any Applicable Law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities; or 4) create hazards to the employees of either Party or to the public. Each of these requirements is hereinafter referred to as an "Impairment of Service".

12.3.3.2 If it is confirmed that either Party is causing an Impairment of Service, as set forth in this Section, the Party whose network or service is being impaired (the "Impaired Party") shall promptly notify the Party causing the Impairment of Service (the "Impairing Party") of the nature and location of the problem. The Impaired Party shall advise the Impairing Party that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be required. The Impairing Party and the Impaired Party agree to work together to attempt to promptly resolve the Impairment of Service. If the Impairing Party is unable to promptly remedy the Impairment of Service, the Impaired Party may temporarily discontinue use of the affected circuit, facility or equipment.

12.3.3.3 To facilitate trouble reporting and to coordinate the repair of the service provided by each Party to the other under this Agreement, each Party shall designate a repair center for such service.

12.3.3.4 Each Party shall furnish a trouble reporting telephone number for the designated repair center. This number shall give access to the location where records are normally located and where current status reports on any trouble reports are readily available. If necessary, alternative out-of-hours procedures shall be established to ensure access to a location that is staffed and has the authority to initiate corrective action.

12.3.3.5 Before either Party reports a trouble condition, it shall use its best efforts to isolate the trouble to the other's facilities.

12.3.3.5.1 In cases where a trouble condition affects a significant portion of the other's service, the Parties shall assign the same priority provided to CLEC as itself, its End User Customers, its Affiliates, or any other party.

12.3.3.5.2 The Parties shall cooperate in isolating trouble conditions.

#### **12.3.4 Trouble Isolation**

12.3.4.1 CLEC is responsible for its own End User Customer base and will have the responsibility for resolution of any service trouble report(s) from its End User Customers. CLEC will perform trouble isolation on services it provides to its End User Customers to the extent the capability to perform such trouble isolation is available to CLEC, prior to reporting trouble to Qwest. CLEC shall have access for testing purposes at the Demarcation Point, NID, or Point of Interface. Qwest will work cooperatively with CLEC to resolve trouble reports when the trouble condition has been isolated and found to be within a portion of Qwest's network. Qwest and CLEC will report trouble isolation test results to the other. Each Party shall be responsible for the costs of performing trouble isolation on its facilities, subject to Sections 12.3.4.2 and 12.3.4.3.

12.3.4.2 When CLEC requests that Qwest perform trouble isolation with CLEC, a Maintenance of Service Miscellaneous Charge or a Trouble Isolation charge applies if the trouble is found to be on CLEC's side or on the End User Customer's side of the Demarcation Point. If the trouble is on the End User Customer's side of the Demarcation Point, CLEC is required to perform its own maintenance.

12.3.4.3 Before submitting a repair request to Qwest, CLEC will isolate trouble to

the Qwest network and must submit test results indicating the location of the trouble when submitting the repair request. If a trouble ticket with test results is accepted by Qwest, and Qwest determines that the trouble is on the CLEC or the End User Customer's side of the Loop Demarcation Point, a Maintenance of Service Miscellaneous Charge or a Trouble Isolation Charge applies. When CLEC elects not to perform trouble isolation and Qwest performs tests at CLEC request, a Maintenance of Service Miscellaneous Charge or a Trouble Isolation charge applies if the trouble is not in Qwest's facilities, including Qwest's facilities leased by CLEC. When trouble is found on Qwest's side of the Demarcation Point, or Point of Interface, during the investigation of the initial or repeat trouble report for the same line or circuit within thirty (30) Days, Maintenance of Service Miscellaneous Charges or Trouble Isolation Charges shall not apply.

### **12.3.5 Inside Wire Maintenance**

Except where specifically required by state or federal regulatory mandates, or as may be provided for under Section 6 of this Agreement, Qwest will not perform any maintenance of inside wire (premises wiring beyond the End User Customer's Demarcation Point) for CLEC or its End User Customers.

### **12.3.6 Testing/Test Requests/Coordinated Testing/UNEs**

12.3.6.1 Where CLEC does not have the ability to diagnose and isolate trouble on a Qwest line, circuit, or service provided in this Agreement that CLEC is utilizing to serve an End User Customer, Qwest will conduct testing, to the extent testing capabilities are available to Qwest, to diagnose and isolate a trouble in substantially the same time and manner that Qwest provides for itself, its End User Customers, its Affiliates, or any other party.

12.3.6.2 Prior to Qwest conducting a test on a line, circuit, or service provided in this Agreement that CLEC is utilizing to serve an End User Customer, Qwest must receive a trouble report from CLEC.

12.3.6.3 On manually reported trouble for non-designed services, Qwest will provide readily available test results to CLEC or test results to CLEC in accordance with any applicable Commission rule for providing test results to End User Customers or CLECs. On manually reported trouble for designed services provided in this Agreement, Qwest will provide CLEC test results upon request. For electronically reported trouble, Qwest will provide CLEC with the ability to obtain basic test results in substantially the same time and manner that Qwest provides for itself, its End User Customers, its Affiliates, or any other party.

12.3.6.4 CLEC shall isolate the trouble condition to Qwest's portion of the line, circuit, or service provided in this Agreement before Qwest accepts a trouble report for that line, circuit or service. Once Qwest accepts the trouble report from CLEC, Qwest shall process the trouble report in substantially the same time and manner as Qwest does for itself, its End User Customers, its Affiliates, or any other party.

12.3.6.5 Qwest shall test to ensure electrical continuity of all UNEs, including Central Office Demarcation Point, and services it provides to CLEC prior to closing a trouble report.

### **12.3.7 Work Center Interfaces**

12.3.7.1 Qwest and CLEC shall work cooperatively to develop positive, close working relationships among corresponding work centers involved in the trouble resolution processes.

### **12.3.8 Misdirected Repair Calls**

12.3.8.1 CLEC and Qwest will employ the following procedures for handling misdirected repair calls:

12.3.8.1.1 CLEC and Qwest will provide their respective End User Customers with the correct telephone numbers to call for access to their respective repair bureaus.

12.3.8.1.2 End User Customers of CLEC shall be instructed to report all cases of trouble to CLEC. End User Customers of Qwest shall be instructed to report all cases of trouble to Qwest.

12.3.8.1.3 To the extent the correct provider can be determined, misdirected repair calls will be referred to the proper provider of Basic Exchange Telecommunications Service; however, nothing in this Agreement shall be deemed to prohibit Qwest or CLEC from discussing its products and services with CLEC's or Qwest's End User Customers who call the other Party seeking such information.

12.3.8.1.4 CLEC and Qwest will provide their respective repair contact numbers to one another on a reciprocal basis.

12.3.8.1.5 In responding to repair calls, 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.

### **12.3.9 Major Outages/Restoral/Notification**

12.3.9.1 Qwest will notify CLEC of major network outages in substantially the same time and manner as it provides itself, its End User Customers, its Affiliates, or any other party. This notification will be via e-mail to CLEC's identified contact. With the minor exception of certain Proprietary Information such as Customer information, Qwest will utilize the same thresholds and processes for external notification as it does for internal purposes. This major outage information will be sent via e-mail on the same schedule as is provided internally within Qwest. The email notification schedule shall consist of initial report of abnormal condition and estimated restoration time/date, abnormal condition updates, and final disposition. Service restoration will be non-discriminatory, and will be accomplished as quickly as possible according to Qwest

and/or industry standards.

12.3.9.2 Qwest will meet with associated personnel from CLEC to share contact information and review Qwest's outage restoral processes and notification processes.

12.3.9.3 Qwest's emergency restoration process operates on a 7X24 basis.

### **12.3.10 Protective Maintenance**

12.3.10.1 Qwest will perform scheduled maintenance of substantially the same type and quality to that which it provides to itself, its End User Customers, its Affiliates, or any other party.

12.3.10.2 Qwest will work cooperatively with CLEC to develop industry-wide processes to provide as much notice as possible to CLEC of pending maintenance activity. Qwest shall provide notice of potentially CLEC Customer impacting maintenance activity, to the extent Qwest can determine such impact, and negotiate mutually agreeable dates with CLEC in substantially the same time and manner as it does for itself, its End User Customers, its Affiliates, or any other party.

12.3.10.3 Qwest shall advise CLEC of non-scheduled maintenance, testing, monitoring, and surveillance activity to be performed by Qwest on any services, including, to the extent Qwest can determine, any hardware, equipment, software, or system providing service functionality which may potentially impact CLEC and/or CLEC End User Customers. Qwest shall provide the maximum advance notice of such non-scheduled maintenance and testing activity possible, under the circumstances; provided, however, that Qwest shall provide emergency maintenance as promptly as possible to maintain or restore service and shall advise CLEC promptly of any such actions it takes.

### **12.3.11 Hours of Coverage**

12.3.11.1 Qwest's repair operation is seven (7) Days a week, twenty-four (24) hours a day. Not all functions or locations are covered with scheduled employees on a 7X24 basis. Where such 7X24 coverage is not available, Qwest's repair operations center (always available 7X24) can call-out technicians or other personnel required for the identified situation.

### **12.3.12 Escalations**

12.3.12.1 Qwest will provide trouble escalation procedures to CLEC. Such procedures will be substantially the same type and quality as Qwest employs for itself, its End User Customers, its Affiliates, or any other party. Qwest escalations are manual processes.

12.3.12.2 Qwest repair escalations may be initiated by either calling the trouble reporting center or through the electronic interfaces. Escalations sequence through five tiers: tester, duty supervisor, manager, director, vice president. The first escalation point is the tester. CLEC may request escalation to higher tiers in its sole discretion. Escalations status is available through telephone and the electronic interfaces. Electronic escalation is not available for non-designed products.



12.3.12.3 Qwest shall handle chronic troubles on non-designed services, which are those greater than three (3) troubles in a rolling thirty (30) Day period, pursuant to Section 12.2.2.1.

### **12.3.13 Dispatch**

12.3.13.1 Qwest will provide maintenance dispatch personnel in substantially the same time and manner as it provides for itself, its End User Customers, its Affiliates, or any other party.

12.3.13.2 Upon the acceptance of a complete and accurate trouble report from CLEC, Qwest will follow internal processes and industry standards, to resolve the repair condition. Qwest will dispatch repair personnel on occasion to repair the condition. It will be Qwest's decision whether or not to send a technician out on a dispatch. Qwest reserves the right to make this dispatch decision based on the best information available to it in the trouble resolution process. It is not always necessary to dispatch to resolve trouble; should CLEC require a dispatch when Qwest believes the dispatch is not necessary, appropriate Miscellaneous Charges for dispatch will be billed by Qwest to CLEC if Qwest can demonstrate that the dispatch was in fact unnecessary to the clearance of trouble or the trouble is identified to be caused by CLEC facilities or equipment.

12.3.13.3 For POTS lines and designed service circuits, Qwest is responsible for all Maintenance and Repair of the line or circuit and will make the determination to dispatch to locations other than the CLEC Customer premises without prior CLEC authorization. For dispatch to the CLEC Customer premises Qwest shall obtain prior CLEC authorization with the exception of major outage restoration, cable rearrangements, and MTE terminal maintenance/replacement.

### **12.3.14 Trouble Reporting**

12.3.14.1 CLEC may submit trouble reports through the Electronic Bonding or GUI interfaces provided by Qwest. Trouble tickets created electronically in CEMR may be viewed at any time after creation.

12.3.14.2 Manually reported trouble tickets may be accessed by CLEC through electronic interfaces when the ticket has been closed. CLEC will only be able to view the history on the account.

### **12.3.15 Intervals/Parity**

12.3.15.1 Similar trouble conditions, whether reported on behalf of Qwest End User Customers or on behalf of CLEC End User Customers, will receive commitment intervals in substantially the same time and manner as Qwest provides for itself, its End User Customers, its Affiliates, or any other party.

### **12.3.16 Jeopardy Management**

12.3.16.1 Qwest will notify CLEC, in substantially the same time and manner as Qwest provides this information to itself, its End User Customers, its Affiliates, or any other party, that a trouble report commitment (appointment or interval) has been or is

likely to be missed. At CLEC option, notification may be sent by email or fax through the electronic interface. CLEC may telephone Qwest repair center or use the electronic interfaces to obtain jeopardy status. A jeopardy, caused by either CLEC or Qwest, endangers completing provisioning and/or installation processes and impacts meeting the schedule due date of CLEC's service request. When CLEC's service request is in jeopardy, Qwest notifies CLEC via a status update, email, jeopardy notification, telephone call, and/or FOC (Firm Order Confirmation). The purpose of the jeopardy notification is to identify jeopardy conditions to CLEC that impact meeting the scheduled due date of CLEC's service requests.

### **12.3.17      Trouble Screening**

12.3.17.1      CLEC shall screen and test its End User Customer trouble reports completely enough to insure, to the extent possible, that it sends to Qwest only trouble reports that involve Qwest facilities. For services and facilities where the capability to test all or portions of the Qwest network service or facility rest with Qwest, Qwest will perform test isolation and test the service and facility on behalf of CLEC.

12.3.17.2      Intentionally Left Blank.

### **12.3.18      Maintenance Standards**

12.3.18.1      Qwest will cooperate with CLEC to meet the maintenance standards outlined in this Agreement.

12.3.18.2      On manually reported trouble, Qwest will inform CLEC of repair completion in substantially the same time and manner as Qwest provides to itself, its End User Customers, its Affiliates, or any other party. On electronically reported trouble reports the electronic system will automatically update status information, including trouble completion, across the joint electronic gateway as the status changes.

### **12.3.19      End User Customer Interface Responsibilities**

12.3.19.1      CLEC will be responsible for all interactions with its End User Customers including service call handling and notifying its End User Customers of trouble status and resolution.

12.3.19.2      All Qwest employees who perform repair service for CLEC End User Customers will be trained in non-discriminatory behavior.

12.3.19.3      Qwest will recognize the designated CLEC/DLEC as the Customer of Record for all services ordered by CLEC/DLEC and will send all notices, invoices and pertinent information directly to CLEC/DLEC. Except as otherwise specifically provided in this Agreement, Customer of Record shall be Qwest's single and sole point of contact for all CLEC/DLEC End User Customers.

### **12.3.20      Repair Call Handling**

12.3.20.1      Manually-reported repair calls by CLEC to Qwest will be answered with the same quality and speed as Qwest answers calls from its own End User Customers.

### **12.3.21 Single Point of Contact**

12.3.21.1 Qwest will provide a single point of contact for CLEC to report maintenance issues and trouble reports seven (7) Days a week, twenty-four (24) hours a day. A single 7X24 trouble reporting telephone number will be provided to CLEC for each category of trouble situation being encountered.

### **12.3.22 Network Information**

12.3.22.1 Qwest maintains an information database, available to CLEC for the purpose of allowing CLEC to obtain information about Qwest's NPAs, LATAs, Access Tandem Switches and Central Offices.

12.3.22.2 This database is known as the ICONN database, available to CLEC via Qwest's web site.

12.3.22.3 CPNI Information and NXX activity reports are also included in this database.

12.3.22.4 ICONN data is updated in substantially the same time and manner as Qwest updates the same data for itself, its End User Customers, its Affiliates, or any other party.

### **12.3.23 Maintenance Windows**

12.3.23.1 Generally, Qwest performs major Switch maintenance activities off-hours, during certain "maintenance windows". Major Switch maintenance activities include Switch conversions, Switch generic upgrades and Switch equipment additions.

12.3.23.2 Generally, the maintenance window is between 10:00 p.m. through 6:00 a.m. Monday through Friday, and Saturday 10:00 p.m. through Monday 6:00 a.m., Mountain Time. Although Qwest normally does major Switch maintenance during the above maintenance window, there will be occasions where this will not be possible. Qwest will provide notification of any and all maintenance activities that may impact CLEC ordering practices such as embargoes, moratoriums, and quiet periods in substantially the same time and manner as Qwest provides this information to itself, its End User Customers, its Affiliates, or any other party.

12.3.23.3 Intentionally Left Blank.

12.3.23.4 Planned generic upgrades to Qwest Switches are included in the ICONN database, available to CLEC via Qwest's web site.

### **12.3.24 Switch and Frame Conversion Service Order Practices**

12.3.24.1 Switch Conversions. Switch conversion activity generally consists of the removal of one Switch and its replacement with another. Generic Switch software or hardware upgrades, the addition of Switch line and trunk connection hardware and the addition of capacity to a Switch do not constitute Switch conversions.

12.3.24.2 Frame Conversions. Frame conversions are generally the removal and

replacement of one or more frames, upon which the Switch Ports terminate.

12.3.24.3 Conversion Date. The "Conversion Date" is a Switch or frame conversion planned day of cut-over to the replacement frame(s) or Switch. The actual conversion time typically is set for midnight of the Conversion Date. This may cause the actual Conversion Date to migrate into the early hours of the day after the planned Conversion Date.

12.3.24.4 Conversion Embargoes. A Switch or frame conversion embargo is the time period that the Switch or frame Trunk Side facility connections are frozen to facilitate conversion from one Switch or frame to another with minimal disruption to the End User Customer or CLEC services. During the embargo period, Qwest will reject orders for Trunk Side facilities (see Section 12.3.24.4.1) other than conversion orders described in Section 12.3.24.4.3. Notwithstanding the foregoing and to the extent Qwest provisions trunk or trunk facility related service orders for itself, its End User Customers, its Affiliates, or any other party during embargoes, Qwest shall provide CLEC the same capabilities.

12.3.24.4.1 ASRs for Switch or frame Trunk Side facility augments to capacity or changes to Switch or frame Trunk Side facilities must be issued by CLEC with a Due Date prior to or after the appropriate embargo interval as identified in the ICONN database. Qwest shall reject Switch or frame Trunk Side ASRs to augment capacity or change facilities issued by CLEC or Qwest, its End User Customers, its Affiliates or any other party during the embargo period, regardless of the order's Due Date except for conversion ASRs described in Section 12.3.24.4.3.

12.3.24.4.2 For Switch and Trunk Side frame conversions, Qwest shall provide CLEC with conversion trunk group service requests (TGSR) no less than ninety (90) Days before the Conversion Date.

12.3.24.4.3 For Switch and Trunk Side frame conversions, CLEC shall issue facility conversion ASRs to Qwest no later than thirty (30) Days before the Conversion Date for like-for-like, where CLEC mirrors their existing circuit design from the old Switch or frame to the new Switch or frame, and sixty (60) Days before the Conversion Date for addition of trunk capacity or modification of circuit characteristics (i.e., change of AMI to B8ZS).

12.3.24.5 Frame Embargo Period. During frame conversions, service orders and ASRs shall be subject to an embargo period for services and facilities connected to the affected frame. For conversion of trunks where CLEC mirrors their existing circuit design from the old frame to the new frame on a like-for-like basis, such embargo period shall extend from thirty (30) Days prior to the Conversion Date until five (5) Days after the Conversion Date. If CLEC requests the addition of trunk capacity or modification of circuit characteristics (i.e., change of AMI to B8ZS) to the new frame, new facility ASRs shall be placed, and the embargo period shall extend from sixty (60) Days prior to the Conversion Date until five (5) Days after the Conversion Date. Prior to instituting an embargo period, Qwest shall identify the particular dates and locations for frame conversion embargo periods in its ICONN database in substantially the same time and manner as Qwest notifies itself, its End User Customers, Affiliates, or any other party.

12.3.24.6 Switch Embargo Period. During Switch conversions, service orders and ASRs shall be subject to an embargo period for services and facilities associated with the Trunk Side of the Switch. For conversion of trunks where CLEC mirrors their existing circuit design from the old Switch to the new Switch on a like-for-like basis, such embargo period shall extend from thirty (30) Days prior to the Conversion Date until five (5) Days after the Conversion Date. If CLEC requests the addition of trunk capacity or modification of circuit characteristics to the new Switch, new facility ASRs shall be placed, and the embargo period shall extend from sixty (60) Days prior to the Conversion Date until five (5) Days after the Conversion Date. Prior to instituting an embargo period, Qwest shall identify the particular dates and locations for Switch conversion embargo periods in its ICONN database in substantially the same time and manner as Qwest notifies itself, its End User Customers, Affiliates, or any other party.

12.3.24.7 Switch and Frame Conversion Quiet Periods for LSRs. Switch and frame conversion quiet periods are the time period within which LSRs may not contain Due Dates, with the exception of LSRs that result in disconnect orders, including those related to LNP orders, record orders, Billing change orders for non-switched products, and emergency orders.

12.3.24.7.1 LSRs of any kind issued during Switch or frame conversion quiet periods create the potential for loss of End User Customer service due to manual operational processes caused by the Switch or frame conversion. LSRs of any kind issued during the Switch or frame conversion quiet periods will be handled as set forth below, with the understanding that Qwest shall use its best efforts to avoid the loss of End User Customer service. Such best efforts shall be substantially the same time and manner as Qwest uses for itself, its End User Customers, its Affiliates, or any other party.

12.3.24.7.2 The quiet period for Switch conversions, where no LSRs except those requesting order activity described in 12.3.24.7 are processed for the affected location, extends from five (5) Days prior to conversion until two (2) Days after the conversion and is identified in the ICONN database.

12.3.24.7.3 The quiet period for frame conversions, where no LSRs except those requesting order activity described in 12.3.24.7 are processed or the affected location, extends from five (5) Days prior to conversion until two (2) Days after the conversion.

12.3.24.7.4 LSRs, except those requesting order activity described in 12.3.24.7, (i) must be issued with a Due Date prior to or after the conversion quiet period and (ii) may not be issued during the quiet period. LSRs that do not meet these requirements will be rejected by Qwest.

12.3.24.7.5 LSRs requesting disconnect activity issued during the quiet period, regardless of requested Due Date, will be processed after the quiet period expires.

12.3.24.7.6 CLEC may request a Due Date change to a LNP related disconnect scheduled during quiet periods up to 12:00 noon Mountain Time the Day prior to the scheduled LSR Due Date. Such changes shall be requested by issuing a supplemental LSR requesting a Due Date change. Such changes shall

be handled as emergency orders by Qwest.

12.3.24.7.7 CLEC may request a Due Date change to a LNP related disconnect order scheduled during quiet periods after 12:00 noon Mountain Time the Day prior to the scheduled LSR Due Date until 12 noon Mountain Time the Day after the scheduled LSR Due Date. Such changes shall be requested by issuing a supplemental LSR requesting a Due Date change and contacting the Interconnect Service Center. Such changes shall be handled as emergency orders by Qwest.

12.3.24.7.8 In the event that CLEC End User Customer service is disconnected in error, Qwest will restore service in substantially the same time and manner as Qwest does for itself, its End User Customers, its Affiliates, or any other party. Restoration of CLEC End User Customer service will be handled through the LNP escalations process.

12.3.24.8 Switch Upgrades. Generic Switch software and hardware upgrades are not subject to the Switch conversion embargoes or quiet periods described above. If such generic Switch or software upgrades require significant activity related to translations, an abbreviated embargo and/or quiet period may be required. Qwest shall implement service order embargoes and/or quiet periods during Switch upgrades in substantially the same time and manner as Qwest does for itself, its End User Customers, its Affiliates, and any other party.

12.3.24.9 Switch Line and Trunk Hardware Additions. Qwest shall use its best efforts to minimize CLEC service order impacts due to hardware additions and modifications to Qwest's existing Switches. Qwest shall provide CLEC substantially the same service order processing capabilities as Qwest provides itself, its End User Customers, Affiliates, or any other party during such Switch hardware additions.

## **Section 13.0 - ACCESS TO TELEPHONE NUMBERS**

13.1 Nothing in this Agreement shall be construed in any manner to limit or otherwise adversely impact either Party's right to request an assignment of any NANP number resources including, but not limited to, Central Office (NXX) Codes pursuant to the Central Office Code Assignment Guidelines published by the Industry Numbering Committee (INC) as INC 95-0407-008 (formerly ICCF 93-0729-010) and Thousand Block (NXX-X) Pooling Administration Guidelines INC 99-0127-023, when these Guidelines are implemented by the FCC or Commission Order. The latest version of the Guidelines will be considered the current standard.

13.2 North American Numbering Plan Administration (NANPA) has transitioned to NeuStar. Both Parties agree to comply with industry guidelines and Commission rules, including those sections requiring the accurate reporting of data to the NANPA.

13.3 It shall be the responsibility of each Party to program and update its own Switches and network systems pursuant to the Local Exchange Routing Guide (LERG) to recognize and route traffic to the other Party's assigned NXX or NXX-X codes. Neither Party shall impose any fees or charges on the other Party for such activities. The Parties will cooperate to establish procedures to ensure the timely activation of NXX assignments in their respective networks.

13.4 Each Party is responsible for administering numbering resources assigned to it. Each Party will cooperate to timely rectify inaccuracies in its LERG data. Each Party will maintain/revise the LERG to reflect current homing arrangements, which includes subtending arrangements for local and access tandems. Each Party is responsible for updating the LERG data for NXX codes assigned to its End Office Switches. Each Party shall use the LERG published by Telcordia or its successor for obtaining routing information and shall provide through an authorized LERG input agent, all required information regarding its network for maintaining the LERG in a timely manner.

13.5 Each Party shall be responsible for notifying its End User Customers of any changes in numbering or dialing arrangements to include changes such as the introduction of new NPAs.

## **Section 14.0 - LOCAL DIALING PARITY**

14.1 The Parties shall provide local Dialing Parity to each other as required under Section 251(b)(3) of the Act. Qwest will provide local Dialing Parity to competing providers of Telephone Exchange Service and telephone toll service, and will permit all such providers to have non-discriminatory access to telephone numbers, operator services, Directory Assistance, and Directory Listings, with no unreasonable dialing delays. CLEC may elect to route all of its End User Customers' calls in the same manner as Qwest routes its End User Customers' calls, for a given call type (e.g., 0, 0+, 1+, 411).



## **Section 15.0 - QWEST'S OFFICIAL DIRECTORY PUBLISHER**

15.1 Qwest and CLEC agree that certain issues outside the provision of basic white page Directory Listings, such as yellow pages advertising, yellow pages Listings, directory coverage, access to call guide pages (phone service pages), applicable Listings criteria, white page enhancements and publication schedules will be the subject of negotiations between CLEC and directory publishers, including Qwest's Official Directory Publisher. Qwest acknowledges that CLEC may request Qwest to facilitate discussions between CLEC and Qwest's Official Directory Publisher.

## **Section 16.0 - REFERRAL ANNOUNCEMENT**

16.1 When an End User Customer changes from Qwest to CLEC, or from CLEC to Qwest, and does not retain its original main/listed telephone number, the Party formerly providing service to the End User Customer will provide a transfer of service announcement on the abandoned telephone number. Each Party will provide this referral service consistent with its tariff. This announcement will provide details on the new number that must be dialed to reach the End User Customer.

## Section 17.0 - BONA FIDE REQUEST PROCESS

17.1 Any request for Interconnection or access to an Unbundled Network Element or ancillary service that is not already available as described in other sections of this Agreement, including but not limited to Exhibit F or any other interconnection agreement, Tariff or otherwise defined by Qwest as a product or service shall be treated as a Bona Fide Request (BFR). Qwest shall use the BFR Process to determine the terms and timetable for providing the requested Interconnection, access to UNEs or ancillary services, and the technical feasibility of new/different points of Interconnection. Qwest will administer the BFR Process in a non-discriminatory manner.

17.2 A BFR shall be submitted in writing and on the appropriate Qwest form for BFRs. CLEC and Qwest may work together to prepare the BFR form and either Party may request that such coordination be handled on an expedited basis. This form shall be accompanied by the processing fee specified in Exhibit A of this Agreement. Qwest will refund one-half (1/2) of the processing fee if the BFR is cancelled within ten (10) business days of the receipt of the BFR form. The form will request, and CLEC will need to provide, the following information, and may also provide any additional information that may be reasonably necessary in describing and analyzing CLEC's request:

17.2.1 a technical description of each requested Network Element or new/different points of Interconnection or ancillary services;

17.2.2 the desired interface specification;

17.2.3 each requested type of Interconnection or access;

17.2.4 a statement that the Interconnection or Network Element or ancillary service will be used to provide a Telecommunications Service;

17.2.5 the quantity requested; and

17.2.6 the specific location requested.

17.3 Within two (2) business days of its receipt, Qwest shall acknowledge receipt of the BFR and in such acknowledgment advise CLEC of missing information, if any, necessary to process the BFR. Thereafter, Qwest shall promptly advise CLEC of the need for any additional information required to complete the analysis of the BFR. If requested, either orally or in writing, Qwest will provide weekly updates on the status of the BFR.

17.4 Within twenty-one (21) Days of its receipt of the BFR and all information necessary to process it, Qwest shall provide to CLEC an analysis of the BFR. The analysis shall specify Qwest's conclusions as to whether or not the requested Interconnection or access to an Unbundled Network Element complies with the unbundling requirements of the Act or state law.

17.5 If Qwest determines during the twenty-one (21) Day period that a BFR does not qualify as an Unbundled Network Element or Interconnection or ancillary service that is required to be provided under the Act or state law, Qwest shall advise CLEC as soon as reasonably possible of that fact, and Qwest shall promptly, but in no case later than the twenty-one (21) Day period, provide a written report setting forth the basis for its conclusion.

17.6 If Qwest determines during such twenty-one (21) Day period that the BFR qualifies under the Act or state law, it shall notify CLEC in writing of such determination within ten (10) Days, but in no case later than the end of such twenty-one (21) Day period.

17.7 As soon as feasible, but in any case within forty-five (45) Days after Qwest notifies CLEC that the BFR qualifies under the Act, Qwest shall provide to CLEC a BFR quotation. The BFR quotation will include, at a minimum, a description of each Interconnection, Network Element, and ancillary service, the quantity to be provided, any interface specifications, and the applicable rates (recurring and nonrecurring) including the separately stated development costs and construction charges of the Interconnection, Unbundled Network Element or ancillary service and any minimum volume and term commitments required, and the timeframes the request will be provisioned.

17.8 CLEC has sixty (60) business days upon receipt of the BFR quotation, to either agree to purchase under the quoted price, or cancel its BFR.

17.9 If CLEC has agreed to minimum volume and term commitments under the preceding paragraph, CLEC may cancel the BFR or volume and term commitment at any time, but may be subject to termination liability assessment or minimum period charges.

17.10 If either Party believes that the other Party is not requesting, negotiating or processing any BFR in good faith, or disputes a determination or quoted price or cost, it may invoke the Dispute Resolution provision of this Agreement.

17.11 All time intervals within which a response is required from one Party to another under this Section are maximum time intervals. Each Party agrees that it will provide all responses to the other Party as soon as the Party has the information and analysis required to respond, even if the time interval stated herein for a response is not over.

17.12 In the event CLEC has submitted a request for Interconnection, Unbundled Network Elements or any combinations thereof, or ancillary services and Qwest determines in accordance with the provisions of this Section 17 that the request is Technically Feasible, subsequent requests or orders for substantially similar types of Interconnection, Unbundled Network Elements or combinations thereof or ancillary services by CLEC shall not be subject to the BFR process. To the extent Qwest has deployed or denied a substantially similar Interconnection, Unbundled Network Elements or combinations thereof or ancillary services under a previous BFR, a subsequent BFR shall not be required and the BFR application fee shall be refunded immediately. Qwest may only require CLEC to complete a New Product Questionnaire before ordering such Interconnection, Unbundled Network Elements or combinations thereof, or ancillary services. ICB pricing and intervals will still apply for requests that are not yet standard offerings. For purposes of this Section 17.12, a "substantially similar" request shall be one with substantially similar characteristics to a previous request with respect to the information provided pursuant to Subsections 17.2.1 through 17.2.8 of Section 17.2 above. The burden of proof is upon Qwest to prove the BFR is not substantially similar to a previous BFR.

17.13 The total cost charged to CLEC shall not exceed the BFR quoted price.

17.14 Upon request, Qwest shall provide CLEC with Qwest's supporting cost data and/or studies for the Interconnection, Unbundled Network Element or ancillary service that CLEC wishes to order within seven (7) business days, except where Qwest cannot obtain a

release from its vendors within seven (7) business days, in which case Qwest will make the data available as soon as Qwest receives the vendor release. Such cost data shall be treated as Confidential Information, if requested by Qwest under the non-disclosure sections of this Agreement.

17.15 Qwest will provide notice to CLECs of all BFRs which have been deployed or denied, provided, however, that identifying information such as the name of the requesting CLEC and the location of the request shall be removed. Qwest shall make available a topical list of the BFRs that it has received from CLECs. The description of each item on that list shall be sufficient to allow CLEC to understand the general nature of the product, service, or combination thereof that has been requested and a summary of the disposition of the request as soon as it is made. Qwest shall also be required upon the request of CLEC to provide sufficient details about the terms and conditions of any granted requests to allow CLEC to take the same offering under substantially identical circumstances. Qwest shall not be required to provide information about the request initially made by CLEC whose BFR was granted, but must make available the same kinds of information about what it offered in response to the BFR as it does for other products or services available under this Agreement. CLEC shall be entitled to the same offering terms and conditions made under any granted BFR, provided that Qwest may require the use of ICB pricing where it makes a demonstration to CLEC of the need therefore.

## Section 18.0 - AUDIT PROCESS

18.1 Nothing in this Section 18 shall limit or expand the Audit provisions in the Performance Assurance Plan (PAP). Nothing in the PAP shall limit or expand the Audit provisions in this Section 18. For purposes of this section the following definitions shall apply:

18.1.1 "Audit" shall mean the comprehensive review of the books, records, and other documents used in providing services under this Agreement. The term "Audit" also applies to the investigation of company records, back office systems and databases pertaining to Loop information.

18.1.2 "Examination" shall mean an inquiry into a specific element or process related to the above. Commencing on the Effective Date of this Agreement, either Party may perform Examinations as either Party deems necessary.

18.2 This Audit shall take place under the following conditions:

18.2.1 Either Party may request to perform an Audit or Examination.

18.2.2 The Audit or Examination shall occur upon thirty (30) business days written notice by the requesting Party to the non-requesting Party.

18.2.3 The Audit or Examination shall occur during normal business hours. However, such Audit will be conducted in a commercially reasonable manner and both Parties will work to minimize disruption to the business operations of the Party being audited.

18.2.4 There shall be no more than two (2) Audits requested by each Party under this Agreement in any twelve (12) month period. Either Party may audit the other Party's books, records and documents more frequently than twice in any twelve (12) month period (but no more than once in each quarter) if the immediately preceding audit found previously uncorrected net variances, inaccuracies or errors in invoices in the audited Party's favor with an aggregate value of at least two percent (2%) of the amounts payable for the affected services during the period covered by the Audit.

18.2.5 The requesting Party may review the non-requesting Party's records, books and documents, as may reasonably contain information relevant to the operation of this Agreement.

18.2.6 The location of the Audit or Examination shall be the location where the requested records, books and documents are retained in the normal course of business.

18.2.7 All transactions under this Agreement which are over twenty-four (24) months prior to the date of request will be considered accepted and no longer subject to Audit. In the event an audit is initiated, the Parties agree to retain records of all transactions under this Agreement for at least twenty-four (24) months and all subsequent transactions will also be subject to audit.

18.2.8 Audit or Examination Expenses

18.2.8.1 Each Party shall bear its own expenses in connection with

conduct of the Audit or Examination. The requesting Party will pay for the reasonable cost of special data extractions required by the Party to conduct the Audit or Examination. For purposes of this section, a "Special Data Extraction" means the creation of an output record or informational report (from existing data files) that is not created in the normal course of business. If any program is developed to the requesting Party's specification and at that Party's expense, the requesting Party will specify at the time of request whether the program is to be retained by the other Party for reuse for any subsequent Audit or Examination.

18.2.8.2 Notwithstanding the foregoing, the non-requesting Party shall pay all of the requesting Party's commercially reasonable expenses in the event an Audit or Examination identifies a difference between the amount billed and the amount determined by the Audit that exceeds five percent (5%) of the amount billed and results in a refund and/or reduction in the Billing to the requesting Party.

18.2.9 The Party requesting the Audit may request that an Audit be conducted by a mutually agreed-to independent auditor, which agreement will not be unreasonably withheld or delayed by the non-requesting Party. Under this circumstance, the costs of the independent auditor shall be paid for by the Party requesting the Audit subject to Section 18.2.8.2.

18.2.10 In the event that the non-requesting Party requests that the Audit be performed by an independent auditor, the Parties shall mutually agree to the selection of the independent auditor. Under this circumstance, the costs of the independent auditor shall be shared equally by the Parties. The portion of this expense borne by the requesting Party shall be borne by the non-requesting Party if the terms of Section 18.2.8.2 are satisfied.

18.2.11 Adjustments, credits or payments will be made and any corrective action must commence within thirty (30) Days after the Parties' receipt of the final Audit report to compensate for any errors and omissions which are disclosed by such Audit or Examination and are agreed to by the Parties. The interest rate payable shall be in accordance with Commission requirements. In the event that any of the following circumstances occur within thirty (30) business days after completion of the Audit or Examination, they may be resolved at either Party's election, pursuant to the Dispute Resolution Process; (i) errors detected by the Audit or Examination have not been corrected; (ii) adjustments, credits or payments due as a result of the Audit or Examination have not been made, or (iii) a dispute has arisen concerning the Audit or Examination.

18.2.12 Neither the right to examine and Audit nor the right to receive an adjustment will be affected by any statement to the contrary appearing on checks or otherwise.

18.2.13 This Section will survive expiration or termination of this Agreement for a period of two (2) years after expiration or termination of the Agreement.

18.3 All information received or reviewed by the requesting Party or the independent auditor in connection with the Audit is to be considered Proprietary Information as defined by this Agreement in Section 5.16. The non-requesting Party reserves the right to require any non-

employee who is involved directly or indirectly in any Audit or the resolution of its findings as described above to execute a nondisclosure agreement satisfactory to the non-requesting Party. To the extent an Audit involves access to information of other competitors, CLEC and Qwest will aggregate such competitors' data before release to the other Party, to insure the protection of the proprietary nature of information of other competitors. To the extent a competitor is an Affiliate of the Party being audited (including itself and its subsidiaries), the Parties shall be allowed to examine such Affiliate's disaggregated data, as required by reasonable needs of the Audit. Information provided in an Audit or Examination may only be reviewed by individuals with a need to know such information for purposes of this Section 18 and who are bound by the nondisclosure obligations set forth in Section 5.16. In no case shall the Confidential Information be shared with the Parties' retail marketing, sales or strategic planning.

18.3.1           Either Party may request an Audit of the other's compliance with this Agreement's measures and requirements applicable to limitations on the distribution, maintenance, and use of proprietary or other protected information that the requesting Party has provided to the other. Those Audits shall not take place more frequently than once in every three (3) years, unless cause is shown to support a specifically requested Audit that would otherwise violate this frequency restriction. Examinations will not be permitted in connection with investigating or testing such compliance. All those other provisions of this Section 18 that are not inconsistent herewith shall apply, except that in the case of these Audits, the Party to be audited may also request the use of an independent auditor.



## **Section 19.0 - CONSTRUCTION CHARGES**

19.1 All rates, charges and initial service periods specified in this Agreement contemplate the provision of network Interconnection services and access to Unbundled Loops or ancillary services to the extent existing facilities are available. Except for modifications to existing facilities necessary to accommodate Interconnection and access to Unbundled Loops or ancillary services specifically provided for in this Agreement, Qwest will consider requests to build additional or further facilities for network Interconnection and access to Unbundled Loops or ancillary services, as described in the applicable section of this Agreement.

19.2 All necessary construction will be undertaken at the discretion of Qwest, consistent with budgetary responsibilities, consideration for the impact on the general body of End User Customers and without discrimination among the various Carriers.

19.3 A quotation for CLEC's portion of a specific job will be provided to CLEC. The quotation will be in writing and will be binding for ninety (90) business days after the issue date. When accepted, CLEC will be billed the quoted price and construction will commence after receipt of payment. If CLEC chooses not to have Qwest construct the facilities, Qwest reserves the right to bill CLEC for the expense incurred for producing the engineered job design.

19.4 In the event a construction charge is applicable, CLEC's service Application Date will become the date upon which Qwest receives the required payment.

## **Section 20.0 - SERVICE PERFORMANCE**

20.1 Performance Indicator Definitions (PIDs), in their current form are included in Exhibit B of this Agreement. Subsequent changes to these PIDs submitted to the Commission shall be incorporated into Exhibit B as soon as they are effective either by operation of law or Commission order, whichever occurs first and without further Amendment to this Agreement.

20.2 The Qwest Performance Assurance Plan (QPAP) is attached as Exhibit K of this Agreement. Subsequent changes to the QPAP submitted to the Commission will be incorporated into Exhibit K as soon as they are effective by operation of law or the effective date as approved by Commission order, whichever is applicable, and without further Amendment to this Agreement.

## **Section 21.0 - NETWORK STANDARDS**

21.1 The Parties recognize that Qwest services and Network Elements have been purchased and deployed, over time, to Telcordia and Qwest technical standards. Specification of standards is built into the Qwest purchasing process, whereby vendors incorporate such standards into the equipment Qwest purchases. Qwest supplements generally held industry standards with Qwest Technical Publications.

21.2 The Parties recognize that equipment vendors may manufacture Telecommunications equipment that does not fully incorporate and may differ from industry standards at varying points in time (due to standards development processes and consensus) and either Party may have such equipment in place within its network. Except where otherwise explicitly stated within this Agreement, such equipment is acceptable to the Parties, provided said equipment does not pose a security, service or safety hazard to Persons or property.

21.3 Generally accepted and developed industry standards which the Parties agree to support include, but are not limited to:

### **21.3.1 Switching**

GR-1428-CORE Common Channel Signaling (CCS) Network Interface Specification Supporting Toll Free Service

GR-1432-CORE Common Channel Signaling Network Interface Specification (CCSNIS) Supporting SCCP and TCAP

GR-317-CORE LSSGR: Switching System Generic Requirements for Call Control Using the Integrated Services Digital Network User Part (ISDNUP)

GR-905-CORE CCSNIS Supporting Network Interconnection, Message Transfer Part (MTP), and ISDNUP

GR-1357-CORE Switched Fractional DS1

GR-540-CORE LSSGR Tandem Supplement

GR-305-CORE

GR-1429-CORE CCSNIS Supporting Call Management Services

FR-64 LATA Switching System Generic Requirement (LSSGR)

GR-334-CORE Switched Access Service

TR-NWT-000335 Voice Grade Special Access Services

GR-529-CORE LSSGR Public Safety

GR-505-CORE Call Processing

FR-NWT-000271 Operator Services Systems Generic Requirements (OSSGR)

GR-1156-CORE OSSGR Section 21: Operator Subsystems

SR-1171 Methods and Procedures for System Reliability Analysis

### **21.3.2 Transport**

FR-440 Transport System Generic Requirements (TSGR)

GR-499-CORE Transport Systems Generic Requirements (TSGR): Common Requirements

GR-820-CORE Generic Transmission Surveillance; DS1 and DS3 Performance

GR-253-CORE Synchronous Optical Network (SONET) Transport Systems: Common Generic Criteria

GR-507-CORE LSSGR: Transmission, Section 7

TR-NWT-000776 NID for ISDN Subscriber Access

GR-342-CORE High Capacity Digital Special Access Service Transmission Perimeter Limits and Interface Combinations

ST-TEC-000051 & 52 Telecommunications Transmission Engineering Handbooks Volumes 1 & 2

ANSI T1.102-1993 Digital Hierarchy – Electrical Interface, Annex B

### **21.3.3 Loops**

GR-57-CORE Functional Criteria for Digital Loop Carrier (DLC) Systems

TR-NWT-000393 Generic Requirements for ISDN Basic Access Digital Subscriber Lines

GR-253-CORE SONET Transport Systems: Common Generic Criteria

GR-303-CORE Integrated Digital Loop Carrier System Generic Requirements Objectives and Interface

TR-TSY-000008 Digital Interface Between the SLC 96 Digital Loop Carrier System and a Local Digital Switch

TA-TSY-000120 Subscriber Premises or Network Ground Wire

GR-49-CORE Generic Requirements for Outdoor Telephone Network Interface Devices

TR-NWT-000937 Generic Requirements for Outdoor and Indoor Building Entrance Terminals (BETs)

TR-NWT-000133 Generic Requirements for Network Inside Wiring

ANSI T1.417, Spectrum Management for Loop Transmission Systems

**21.3.4 Local Number Portability**

Number Portability Generic Switching and Signaling Requirements for Number Portability, Issue 1.00, February 12, 1996 (Editor – Lucent Technologies, Inc.);

Generic Requirements for SCP Application and GTT Function for Number Portability, Issue 0.95, Final Draft, September 4, 1996 (Editor – Ameritech Inc.);

Generic Operator Services Switching Requirements for Number Portability, Issue 1.00, Final Draft, April 12, 1996 (Editor – Nortel);

ATIS, TRQ No. 1, Technical Requirements for Number Portability Operator Services Switching Systems, April 1999;

ATIS, TRQ No. 2, Technical Requirements for Number Portability Switching Systems, April 1999;

ATIS, TRQ No. 3, Technical Requirements for Number Portability Database and Global Title Translation, April 1999;

FCC First Report and Order and Further Notice of Proposed Rulemaking; FCC 96-286; CC Docket 95-116, RM 8535; Released July 2, 1996;

FCC First Memorandum Opinion and Order on Reconsideration; FCC 97-74; CC Docket 95-116, RM 8535; Released March 11, 1997.


FCC Second Report and Order, FCC 97-298; CC Docket 95-116, RM 8535; Released August 18, 1997.

21.4 The Parties will cooperate in the development of national standards for Interconnection elements as the competitive environment evolves. Recognizing that there are no current national standards for Interconnection Network Elements, Qwest has developed its own standards for some Network Elements. Details of these standards are documented in the Qwest Technical Publications. Qwest Technical Publications have been developed to support service offerings, inform End User Customers and suppliers, and promote engineering consistency and deployment of developing technologies. Qwest provides all of its Technical Publications at no charge via web site: <http://www.qwest.com/techpub/>.

**Section 22.0 - SIGNATURE PAGE**

By signing below, and in consideration of the mutual promises set forth herein, and other good and valuable consideration, the Parties agree to abide by the terms and conditions set forth in this Interconnection Agreement.

**Polar Telecom, Inc.**


  
\_\_\_\_\_  
Signature

David L. Dunning  
Name Printed/Typed

Executive Vice President  
Title

12/2/2009  
Date

**Qwest Corporation**

  
\_\_\_\_\_  
Signature

L.T. Christensen  
Name Printed/Typed

Director - Wholesale Contracts  
Title

12/9/09  
Date

**Exhibit A  
North Dakota**

Select the appropriate type of contract below. For cost docket changes, leave blank:			EAS / Local Traffic Reciprocal Compensation Election			Notes		
New			Bill & Keep					
			Recurring	Recurring Per Mile	Non-Recurring	REC	REC per Mile	NRC
<b>6.0</b>	<b>Resale</b>		Wholesale Discount Percentage Recurring Charges		Wholesale Discount Percentage Nonrecurring Charges			
<b>6.1</b>	<b>Intentionally Left Blank</b>							
<b>7.0</b>	<b>Interconnection</b>							
<b>7.1</b>	<b>Entrance Facilities</b>							
	7.1.1	Intentionally Left Blank						
	7.1.2	DS1	\$94.48		\$137.41	C		C
	7.1.3	DS3	\$405.48		\$282.26	C		C
<b>7.2</b>	<b>LIS EICT</b>							
	7.2.1	Per DS1	\$0.00		\$0.00	B		B
	7.2.2	Per DS3	\$0.00		\$0.00	B		B
<b>7.3</b>	<b>Direct Trunked Transport</b>							
	7.3.1	Intentionally Left Blank						
	7.3.2	DS1, per Trunk (Recurring Fixed & per Mile)						
		7.3.2.1 Over 0 to 8 Miles	\$65.36	\$1.99		C		C
		7.3.2.2 Over 8 to 25 Miles	\$65.36	\$1.99		C		C
		7.3.2.3 Over 25 to 50 Miles	\$65.36	\$1.99		C		C
		7.3.2.4 Over 50 Miles	\$61.69	\$2.50		C		C
	7.3.3	DS3, per Trunk (Recurring Fixed & per Mile)						
		7.3.3.1 Over 0 to 8 Miles	\$421.97	\$5.87		C		C
		7.3.3.2 Over 8 to 25 Miles	\$421.97	\$5.87		C		C
		7.3.3.3 Over 25 to 50 Miles	\$421.97	\$5.87		C		C
		7.3.3.4 Over 50 Miles	\$420.31	\$24.40		C		C
<b>7.4</b>	<b>Multiplexing</b>							
	7.4.1	DS1 to DS0	\$259.64		\$211.37	C		C
	7.4.2	DS3 to DS1	\$300.52		\$268.37	C		C
<b>7.5</b>	<b>Trunk Nonrecurring Charges</b>							
	7.5.1	Intentionally Left Blank						
	7.5.2	DS1 Interface						
		7.5.2.1 First Trunk			\$159.53			C
		7.5.2.2 Each Additional Trunk			\$4.68			C
	7.5.3	DS3 Interface						
		7.5.3.1 First Trunk			\$165.90			C
		7.5.3.2 Each Additional Trunk			\$9.35			C
<b>7.6</b>	<b>Exchange Service (EAS/Local) Traffic (Bill and Keep)</b>							
	7.6.1	End Office Call Termination, per Minute of Use	\$0.00			C		
	7.6.2	Tandem Switched Transport, per Minute of Use	\$0.00			C		
	7.6.3	Tandem Transmission, per Minute of Use (Recurring Fixed & per Mile)						
		7.6.3.1 0 to 8 Miles	\$0.00	\$0.00		C		C
		7.6.3.2 Over 8 to 25 Miles	\$0.00	\$0.00		C		C
		7.6.3.3 Over 25 to 50 Miles	\$0.00	\$0.00		C		C
		7.6.3.4 Over 50 Miles	\$0.00	\$0.00		C		C
<b>7.7</b>	<b>Local Traffic - FCC - ISP Rate Caps</b>							
	7.7.1	Minute Of Use as of June 14, 2003, rate in effect until further FCC action	\$0.0007			4		
<b>7.8</b>	<b>Miscellaneous Charges</b>							
	7.8.1	Expedite Charge (LIS Trunks)			Qwest's North Dakota Access Service Catalog			
	7.8.2	Cancellation Charge (LIS Trunks)			Qwest's North Dakota Access Service Catalog			

**Exhibit A  
North Dakota**

				Recurring	Recurring Per Mile	Non-Recurring	REC	REC per Mile	NRC
	7.8.3	Additional Testing (LIS Trunks)				Qwest's North Dakota Access Service Catalog			
<b>7.9</b>	<b>Transit Traffic</b>								
	7.9.1	Local Transit, per Minute Of Use		\$0.002100			C		
	7.9.2	IntraLATA Toll Transit		Qwest North Dakota Access Service Catalog	Qwest North Dakota Access Service Catalog				
	7.9.3	Intentionally Left Blank							
	7.9.4	Category 11 Mechanized Record Charge, per Record							
	7.9.4.1	Mechanized Transit Records		\$0.0025			C, 7		
<b>7.10</b>	<b>Jointly Provided Switched Access Services</b>								
	7.10.1	Mechanized Access Records		\$0.001536			C		
<b>7.11</b>	<b>IntraLATA Toll Traffic</b>			Qwest's North Dakota Access Service Catalog	Qwest's North Dakota Access Service Catalog				
<b>8.0</b>	<b>Collocation</b>								
<b>8.1</b>	<b>Intentionally Left Blank</b>								
<b>9.0</b>	<b>Unbundled Network Elements (UNEs)</b>								
<b>9.1</b>	<b>Intentionally Left Blank</b>								
<b>10.0</b>	<b>Ancillary Services</b>								
<b>10.1</b>	<b>Local Number Portability</b>								
	10.1.1	LNP Queries		See FCC Tariff #1 Sections 13 & 20		See FCC Tariff #1 Sections 13 & 20			
	10.1.2	LNP Managed Cuts							
		10.1.2.1	Standard Managed Cuts, per Person, per Half Hour			\$27.22			C
		10.1.2.2	Overtime Managed Cuts, per Person, per Half Hour			\$35.23			C
		10.1.2.3	Premium Managed Cuts, per Person, per Half Hour			\$43.25			C
<b>10.2</b>	<b>911 / E911</b>								
	10.2.1	911 / E911 - Calling		No Charge		No Charge			
<b>10.3</b>	<b>White Pages Directory Listings, Facility Based Providers</b>								
	10.3.1	Primary Listing		No Charge		No Charge			
	10.3.2	Premium / Privacy Listings		General Exchange Tariff Rate, Less Wholesale Discount		General Exchange Tariff Rate, Less Wholesale Discount			
<b>10.4</b>	<b>Directory Assistance, Facility Based Providers</b>								
	10.4.1	Local Directory Assistance, per Call		\$0.32			2		
	10.4.2	National Directory Assistance, per Call		\$0.32			2		
	10.4.3	Intentionally Left Blank							
	10.4.4	Intentionally Left Blank							
	10.4.5	Call Completion, per Call		\$0.30			2		
<b>10.5</b>	<b>Directory Assistance List Information</b>								
	10.5.1	Initial Database Load, per Listing		\$0.025			2		
	10.5.2	Reload of Database, per Listing		\$0.02			2		
	10.5.3	Daily Updates, per Listing		\$0.05			2		
	10.5.4	One-Time Set-Up Fee				\$77.44			2
	10.5.5	Media Charges for File Delivery							
	10.5.5.1	Electronic Transmission		\$0.002			2		
<b>10.6</b>	<b>Toll and Assistance Operator Services, Facility Based Providers</b>								
	10.6.1	Operator Assistance, per Call		\$0.50			2		
	10.6.2	Busy Line Verify, per Call		\$0.72			2		
	10.6.3	Busy Line Interrupt		\$0.87			2		
	10.6.4	Call Branding, Set-Up & Recording				\$10,500.00			2
	10.6.5	Loading Brand, per Switch				\$175.00			2
<b>10.7</b>	<b>Access to Poles, Ducts, Conduits and Rights of Way (ROW)</b>								
	10.7.1	Pole Inquiry Fee, per Inquiry				\$350.01			C



**Exhibit A  
North Dakota**

			Recurring	Recurring Per Mile	Non-Recurring	REC	REC per Mile	NRC
	10.7.2	Innerduct Inquiry Fee, per Mile			\$239.24			C
	10.7.3	ROW Inquiry Fee, per Inquiry			\$388.17			C
	10.7.4	ROW Document Preparation Fee			\$125.93			C
	10.7.5	Field Verification Fee, per Pole			\$20.99			C
	10.7.6	Field Verification Fee, per Manhole			\$195.57			C
	10.7.7	Planner Verification, per Manhole			\$16.93			C
	10.7.8	Manhole Verification Inspector, per Manhole			\$94.44			C
	10.7.9	Manhole Make-Ready Inspector, per Manhole			\$251.85			C
	10.7.10	Transfer of Responsibility			\$109.49			C
	10.7.11	Pole Attachment Fee, per Foot, per Year						
		10.7.11.1 Urban	\$1.61			4		
		10.7.11.2 Non-Urban	\$2.42			4		
	10.7.12	Innerduct						
		10.7.12.1 Microduct Occupancy Fee, per Microduct, per Foot, per Year	\$0.2217			1		
		10.7.12.2 Innerduct Occupancy Fee, per Foot, per Year	\$0.2642			4		
	10.7.13	Access Agreement Consideration			\$10.00			2
	10.7.14	Make Ready			ICB			C, 3
<b>12.0</b>	<b>Operational Support Systems</b>							
	<b>12.1</b>	<b>Development and Enhancements, per Order</b>			No Charge at this Time			C
	<b>12.2</b>	<b>Ongoing Operations, per Order</b>			No Charge at this Time			C
	<b>12.3</b>	<b>Daily Usage Record File, per Record</b>	\$0.0003926			C		
	<b>12.4</b>	<b>Trouble Isolation Charge</b>			See 9.20			
<b>17.0</b>	<b>Bona Fide Request Process</b>							
	<b>17.1</b>	<b>Processing Fee</b>			\$1,897.30			C
<b>NOTES:</b>								
	*	Unless otherwise indicated, all rates are pursuant to North Dakota Public Service Commission dockets:						
	A	U S WEST and AT&T Interconnection Agreement approved by the North Dakota Public Utilities Commission in Docket Number PU-453-96-497, effective June 23, 1997.						
	B	271 Compliance Investigation Docket Number PU-314-97-193, Order on Group 2 Checklist Items dated 10/15/01.						
	C	Cost Docket Case No. PU-2342-01-296						
	1	Rate not addressed in cost docket (estimated TELRIC)						
	2	Market-based rates contained in the Stipulation and Settlement Agreement in Case No. PU-2342-01-296.						
	3	ICB, Individual Case Basis pricing.						
	4	Rates per FCC Guidelines.						
	5	Rates not applicable to UNE Elements. See Qwest's North Dakota Access Service Catalog						
	6	The preliminary Quote Preparation Fee (QPF) costs are included in the Caged and Cageless space construction charges. The engineering and planning charges are also included in the Caged and Cageless QPFs. Upon completion of the collocation construction, the QPF will be credited to the final space construction charge for the collocation job.						
	7	The provision of transiting services is not required pursuant to Section 251 of the Telecommunications Act. Qwest has chosen to offer this service as part of its interconnection agreement, but this service is not required to be priced according to a TELRIC methodology.						
	8	When distribution is purchased only for the purpose of campus wire, no recurring or nonrecurring charges will be assessed. This does not include collocation charges or FCP placement.						
	9	Market-based prices, All charges and increments shall be the same as the comparable charges and increments provided in Qwest FCC, Retail Tariffs, Catalogs, or Price Lists.						
	10	Rate was ordered for a similar element and is being used because the costs are the same.						
	11	Rate was previously ordered for this element in a different section of Exhibit A.						
	12	Intentionally Left Blank						
	13	The NID charge will only apply if (a) the CLEC requests replacement of the NID; (b) the CLEC has requested an upgrade or rearrangement of existing facilities for which replacement of the NID is necessary; or (c) the CLEC is using its own loop facilities and requests a NID for access to inside wiring at the customer premises.						
	14	Qwest is voluntarily reducing the LMC Multiplexing Recurring rate in order to keep the rate relationship with EEL Multiplexing.						
	@	(Qwest) Element Added or Rate Changed per Amendment						



## **Service Performance Indicator Definitions (PID)**

**14-State 271 PID Version 9.0**

# **QWEST'S SERVICE PERFORMANCE INDICATOR DEFINITIONS (PID)**

## **14-State 271 PID Version 9.0**

### **Introduction**

Qwest will report performance results for the service performance indicators defined herein. Qwest will report separate performance results associated with the services it provides to Competitive Local Exchange Carriers (CLECs) in aggregate (except as noted herein), to CLECs individually and, as applicable, to Qwest's retail customers in aggregate. Within these categories, performance results related to service provisioning and repair will be reported for the products listed in each definition. Reports for CLECs individually will be subject to agreements of confidentiality and/or nondisclosure.

The definitions in this version of the PID apply in the 14 states of Qwest's local service region: Arizona, Colorado, Idaho, Iowa, Minnesota, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington and Wyoming. Individual state Performance Assurance Plans may specify and apply state specific variations from the Performance Measure definitions and/or standards contained herein.

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## Electronic Gateway Availability

### GA-1 – Gateway Availability – IMA-GUI

<p><b>Purpose:</b> Evaluates the quality of CLEC access to the IMA-GUI electronic gateway and one associated system, focusing on the extent they are actually available to CLECs.</p>	
<p><b>Description:</b> GA-1A: Measures the availability of the IMA-GUI (Interconnect Mediated Access- Graphical User Interface), and reports the percentage of Scheduled Availability Time the IMA-GUI interface is available for view and/or input.</p> <ul style="list-style-type: none"> <li>• Scheduled Up Time hours for preorder, order, and provisioning transactions are based on the currently published hours of availability found on the following website: <a href="http://www.qwest.com/wholesale/cmp/ossHours.html">http://www.qwest.com/wholesale/cmp/ossHours.html</a>.</li> </ul> <p>GA-1D: Measures the availability of the SIA system, which facilitates access for the IMA-GUI interface and the IMA-EDI interface (see GA-2), and reports the percentage of scheduled time the SIA system is available. Scheduled availability times will be no less than the same hours as listed for IMA-GUI and IMA-EDI.</p> <ul style="list-style-type: none"> <li>• Time Gateway is Available to CLECs is equal to Scheduled Availability Time minus Outage Time.</li> <li>• Scheduled Availability Time is equal to Scheduled Up Time minus Scheduled Down Time.</li> <li>• Scheduled Down Time is time identified and communicated that the interface is not available due to maintenance and/or upgrade work. Notification of Scheduled Down Time for routine maintenance and/or upgrade work will be provided no less than 48 hours in advance.</li> <li>• An outage is a critical or serious loss of functionality, attributable to the specified gateway or component (i.e., IMA-GUI, SIA), affecting Qwest’s ability to serve its customers. An outage is determined by Qwest technicians through the use of verifiable data, collected from the affected customer(s) and/or from mechanized event management systems.</li> </ul>	
<p><b>Reporting Period:</b> One month</p>	<p><b>Unit of Measure:</b> Percent</p>
<p><b>Reporting Comparisons:</b> CLEC aggregate results</p>	<p><b>Disaggregation Reporting:</b> Region-wide level. Results will be reported as follows: GA-1A IMA Graphical User Interface Gateway GA-1D SIA system</p>
<p><b>Formula:</b>  <math display="block">\left( \frac{\text{[Number of Hours and Minutes Gateway is Available to CLECs During Reporting Period]}}{\text{[Number of Hours and Minutes of Scheduled Availability Time During Reporting Period]}} \right) \times 100</math> </p>	
<p><b>Exclusions:</b> None</p>	
<p><b>Product Reporting:</b> None</p>	<p><b>Standard:</b> 99.25 percent</p>
<p><b>Availability:</b>  Available</p>	<p><b>Notes:</b></p>

## GA-2 – Gateway Availability – IMA-EDI

<b>Purpose:</b>	
Evaluates the quality of CLEC access to the IMA-EDI electronic gateway, focusing on the extent the gateway is actually available to CLECs.	
<b>Description:</b>	
Measures the availability of IMA-EDI (Interconnect Mediated Access - Electronic Data Interchange) interface and reports the percentage of scheduled availability time the IMA-EDI Interface is available for view and/or input. All times during which the interface is scheduled to be operating during the reporting period are measured.	
<ul style="list-style-type: none"> <li>• Scheduled Up Time hours for IMA-EDI based on the currently published hours of availability found on the following website: <a href="http://www.qwest.com/wholesale/cmp/ossHours.html">http://www.qwest.com/wholesale/cmp/ossHours.html</a>. Time Gateway is Available to CLECs is equal to Scheduled Availability Time minus Outage Time.</li> <li>• Scheduled Availability Time is equal to Scheduled Up Time minus Scheduled Down Time.</li> <li>• Scheduled Down Time is time identified and communicated that the interface is not available due to maintenance and/or upgrade work. Notification of Scheduled Down Time for routine maintenance and/or upgrade work will be provided no less than 48 hours in advance.</li> <li>• An outage is a critical or serious loss of functionality, attributable to the specified gateway or component (i.e., IMA-EDI), affecting Qwest's ability to serve its customers. An outage is determined by Qwest technicians through the use of verifiable data, collected from the affected customer(s) and/or from mechanized event management systems.</li> </ul>	
<b>Reporting Period:</b> One month	<b>Unit of Measure:</b> Percent
<b>Reporting Comparisons:</b> CLEC aggregate results	<b>Disaggregation Reporting:</b> Region-wide level. (See GA-1D for reporting of SIA system availability.)
<b>Formula:</b>	
$([\text{Number of Hours and Minutes Gateway is Available to CLECs During Reporting Period}] \div [\text{Number of Hours and Minutes of Scheduled Availability Time During Reporting Period}]) \times 100$	
<b>Exclusions:</b> None	
<b>Product Reporting:</b> None	<b>Standard:</b> 99.25 percent
<b>Availability:</b> Available	<b>Notes:</b>

### GA-3 – Gateway Availability – EB-TA

<b>Purpose:</b> Evaluates the quality of CLEC access to the EB-TA interface, focusing on the extent the gateway is actually available to CLECs.	
<b>Description:</b> Measures the availability of EB-TA (Electronic Bonding – Trouble Administration) interface and reports the percentage of scheduled availability time the EB-TA Interface is available. <ul style="list-style-type: none"> <li>• Scheduled Up Time hours are based on the currently published hours of availability found on the following website: <a href="http://www.qwest.com/wholesale/cmp/ossHours.html">http://www.qwest.com/wholesale/cmp/ossHours.html</a>.</li> <li>• Time Gateway is Available to CLECs is equal to Scheduled Availability Time minus Outage Time.</li> <li>• Scheduled Availability Time is equal to Scheduled Up Time minus Scheduled Down Time.</li> <li>• Scheduled Down Time is time identified and communicated that the interface is not available due to maintenance and/or upgrade work. Notification of Scheduled Down Time for routine maintenance and/or upgrade work will be provided no less than 48 hours in advance.</li> <li>• An outage is a critical or serious loss of functionality, attributable to the specified gateway or component (i.e., EB-TA), affecting Qwest’s ability to serve its customers. An outage is determined by Qwest technicians through the use of verifiable data, collected from the affected customer(s) and/or from mechanized event management systems.</li> </ul>	
<b>Reporting Period:</b> One month	<b>Unit of Measure:</b> Percent
<b>Reporting Comparisons:</b> CLEC aggregate results	<b>Disaggregation Reporting:</b> Region-wide level.
<b>Formula:</b> $\left( \frac{\text{[Number of Hours and Minutes Gateway is Available to CLECs During Reporting Period]}}{\text{[Number of Hours and Minutes of Scheduled Availability During Reporting Period]}} \right) \times 100$	
<b>Exclusions:</b> None	
<b>Product Reporting:</b> None	<b>Standard:</b> 99.25 percent
<b>Availability:</b> Available	<b>Notes:</b>



## GA-4 – System Availability – EXACT

<b>Purpose:</b> Evaluates the quality of CLEC batch access to the EXACT electronic access service request system, focusing on the extent the system is actually available to CLECs.	
<b>Description:</b> Measures the availability of EXACT system and reports the percentage of scheduled availability time the EXACT system is available. <ul style="list-style-type: none"> <li>Scheduled Up Time hours are based on the currently published hours of availability found on the following website: <a href="http://www.qwest.com/wholesale/cmp/ossHours.html">http://www.qwest.com/wholesale/cmp/ossHours.html</a>.</li> <li>Time System is Available to CLECs is equal to Scheduled Availability Time minus Outage Time.</li> <li>Scheduled Availability Time is equal to Scheduled Up Time minus Scheduled Down Time.</li> <li>Scheduled Down Time is time identified and communicated that the system is not available due to maintenance and/or upgrade work. Notification of Scheduled Down Time for routine maintenance and/or upgrade work will be provided no less than 48 hours in advance.</li> <li>An outage is a critical or serious loss of functionality, attributable to the specified gateway or component (i.e., EXACT), affecting Qwest's ability to serve its customers. An outage is determined by Qwest technicians through the use of verifiable data, collected from the affected customer(s) and/or from mechanized event management systems.</li> </ul>	
<b>Reporting Period:</b> One month	<b>Unit of Measure:</b> Percent
<b>Reporting Comparisons:</b> CLEC aggregate results	<b>Disaggregation Reporting:</b> Region-wide level.
<b>Formula:</b> $\left( \frac{\text{[Number of Hours and Minutes EXACT is Available to CLECs During Reporting Period]}}{\text{[Number of Hours and Minutes of Scheduled Availability During Reporting Period]}} \right) \times 100$	
<b>Exclusions:</b> None	
<b>Product Reporting:</b> None	<b>Standard:</b> 99.25 percent
<b>Availability:</b> Available	<b>Notes:</b>

## GA-6 – Gateway Availability – GUI – Repair

<b>Purpose:</b>	
Evaluates the quality of CLEC access to the GUI Repair electronic gateway, focusing on the extent the gateway is actually available to CLECs.	
<b>Description:</b>	
Measures the availability of the GUI (Graphical User Interface) repair electronic interface and reports the percentage of scheduled availability time the interface is available for view and/or input. All times during which the interface is scheduled to be operating during the reporting period are measured.	
<ul style="list-style-type: none"> <li>• Scheduled Up Time” hours are based on the currently published hours of availability found on the following website: <a href="http://www.qwest.com/wholesale/cmp/ossHours.html">http://www.qwest.com/wholesale/cmp/ossHours.html</a>.</li> <li>• Time Gateway is Available to CLECs is equal to Scheduled Availability Time minus Outage Time.</li> <li>• Scheduled Availability Time is equal to Scheduled Up Time minus Scheduled Down Time.</li> <li>• Scheduled Down Time is time identified and communicated that the interface is not available due to maintenance and/or upgrade work. Notification of Scheduled Down Time for routine maintenance and/or upgrade work will be provided no less than 48 hours in advance.</li> <li>• An outage is a critical or serious loss of functionality, attributable to the specified gateway or component (i.e., GUI-Repair), affecting Qwest’s ability to serve its customers. An outage is determined by Qwest technicians through the use of verifiable data, collected from the affected customer(s) and/or from mechanized event management systems.</li> </ul>	
<b>Reporting Period:</b> One month	<b>Unit of Measure:</b> Percent
<b>Reporting Comparisons:</b> CLEC aggregate results	<b>Disaggregation Reporting:</b> Region-wide level.
<b>Formula:</b>	
[Number of Hours and Minutes Gateway is Available to CLECs During Reporting Period ÷ Number of Hours and Minutes of Scheduled Availability Time During Reporting Period] x 100	
<b>Exclusions:</b> None	
<b>Product Reporting:</b> None	<b>Standard:</b> 99.25 percent
<b>Availability:</b>  Available	<b>Notes:</b>

## GA-7 – Timely Outage Resolution following Software Releases

<p><b>Purpose:</b> Measures the timeliness of resolution of gateway or system outages attributable to software releases for specified OSS interfaces, focusing on CLEC-affecting software releases involving the specified gateways or systems.</p>	
<p><b>Description:</b></p> <ul style="list-style-type: none"> <li>Measures the percentage of gateway or system outages, which are attributable to OSS system software releases and which occur within two weeks after the implementation of the OSS system software releases, that are resolved <sup>NOTE 1</sup> within 48 hours of detection by the Qwest monitoring group or reporting by a CLEC/co-provider.</li> <li>Includes software releases associated with the following OSS interfaces in Qwest: IMA-GUI, IMA-EDI, and CEMR, Exchange Access, Control, &amp; Tracking (EXACT) <sup>NOTE 2</sup>, Electronic Bonding– Trouble Administration (EB -TA) <sup>NOTE 3</sup></li> <li>An outage for this measurement is a critical or serious loss of functionality, attributable to the specified gateway or component, affecting Qwest’s ability to serve its customers or data loss <sup>NOTE 4</sup> on the Qwest side of the interface. An outage is determined by Qwest technicians through the use of verifiable data, collected from the affected customer(s) and/or from mechanized event management systems.</li> <li>The outage resolution time interval considered in this measurement starts at the time Qwest’s monitoring group detects a failure, or at the date/time of the first transaction sent to Qwest that cannot be processed (i.e. lost data), and ends with the time functionality is restored or the lost data is recovered.</li> </ul>	
<p><b>Reporting Period:</b> Monthly</p>	<p><b>Unit of Measure:</b> Percent</p>
<p><b>Reporting Comparisons:</b> CLEC Aggregate</p>	<p><b>Disaggregation Reporting:</b> Region-wide level.</p>
<p><b>Formula:</b>  <math display="block">\left[ \frac{\text{(Total outages detected within two weeks of a Software Release that are resolved within 48 hours of the time Qwest detects the outage)}}{\text{(Total number of outages detected within two weeks of Software Releases resolved in the Reporting Period)}} \right] \times 100</math></p>	
<p><b>Exclusions:</b></p> <ul style="list-style-type: none"> <li>Outages in releases prior to any CLEC migrating to the release.</li> <li>Duplicate reports attributable to the same software defect.</li> </ul>	
<p><b>Product Reporting:</b> None</p>	<p><b>Standards:</b></p> <p>Volume = 1-20: 1 miss  Volume &gt; 20: 95%</p>
<p><b>Availability:</b></p> <p>Available</p>	<p><b>Notes:</b></p> <ol style="list-style-type: none"> <li>“Resolved” means that service is restored to the reporting CLEC, as experienced by the CLEC.</li> <li>EXACT is a Telecordia system. Only releases for changes initiated by Qwest for hardware or connectivity will be included in this measurement.</li> <li>Outages reported under EB-TA are the same as outages in MEDIACC.</li> <li>For data loss to be considered for GA-7, a functional acknowledgement must have been provided for the data in question (e.g., EDI 997, LSR ID or trouble ticket number).</li> </ol>

## Pre-Order/Order

### PO-1 – Pre-Order/Order Response Times

<p><b>Purpose:</b> Evaluates the timeliness of responses to specific preordering/ordering queries for CLECs through the use of Qwest's Operational Support Systems (OSS). Qwest's OSS are accessed through the specified gateway interface.</p>	
<p><b>Description:</b> PO-1A &amp; PO-1B: Measures the time interval between query and response for specified pre-order/order transactions through the electronic interface.</p> <ul style="list-style-type: none"> <li>• Measurements are made using a system that simulates the transactions of requesting pre-ordering/ordering information from the underlying existing OSS. These simulated transactions are made through the operational production interfaces and existing systems in a manner that reflects, in a statistically-valid manner, the transaction response times experienced by CLEC service representatives in the reporting period.</li> <li>• The time interval between query and response consists of the period from the time the transaction request was "sent" to the time it is "received" via the gateway interface.</li> <li>• A query is an individual request for the specified type of information.</li> </ul> <p>PO-1C: Measures the percentage of all IRTM Queries measured by PO-1A &amp; 1B transmitted in the reporting period that timeout before receiving a response.</p> <p>PO-1D: Measures the average response time for a sampling of rejected queries across preorder transaction types. The response time measured is the time between the issuance of a pre-ordering transaction and the receipt of an error message associated with a "rejected query." A rejected query is a transaction that cannot be successfully processed due to the provision of incomplete or invalid information by the sender, which results in an error message back to the sender. <small>NOTE 1</small></p>	
<p><b>Reporting Period:</b> One month</p>	<p><b>Unit of Measure:</b> PO-1A, PO-1B, &amp; PO-1D: Seconds PO-1C: Percent</p>

## PO-1 – Pre-Order/Order Response Times (continued)

<p><b>Reporting Comparisons:</b> CLEC aggregate.</p>	<p><b>Disaggregation Reporting:</b> Region-wide level. Results are reported as follows:          PO-1A Pre-Order/Order Response Time for IMA-GUI          PO-1B Pre-Order/Order Response Time for IMA-EDI          Results are reported separately for each of the following transaction types: <sup>NOTE 2</sup></p> <ol style="list-style-type: none"> <li>1. Appointment Scheduling (Due Date Reservation, where appointment is required)</li> <li>2. Service Availability Information</li> <li>3. Facility Availability</li> <li>4. Street Address Validation</li> <li>5. Customer Service Records</li> <li>6. Telephone Number</li> <li>7. Loop Qualification Tools <sup>NOTE 3</sup></li> <li>8. Left intentionally blank to preserve numbering</li> <li>9. Connecting Facility Assignment <sup>NOTE 4</sup></li> <li>10. Meet Point Inquiry <sup>NOTE 5</sup></li> </ol> <p>For PO-1A (transactions via IMA-GUI), in addition to reporting total response time, response times for each of the above transactions will be reported in two parts: (a) time to access the request screen, and (b) time to receive the response for the specified transaction. For PO-1A 6, Telephone Number, a third part (c) accept screen, will be reported.</p> <p>For PO-1B (transactions via IMA-EDI), request/response will be reported as a combined number.</p> <p>PO-1C Results for PO-1C will be reported according to the gateway interface used:</p> <ol style="list-style-type: none"> <li>1. Percent of Preorder Transactions that Timeout IMA-GUI</li> <li>2. Percent of Preorder Transactions that Timeout IMA-EDI</li> </ol> <p>PO-1D Results for PO-1D will be reported according to the gateway interface used:</p> <ol style="list-style-type: none"> <li>1. Rejected Response Times for IMA-GUI</li> <li>2. Rejected Response Times for IMA-EDI</li> </ol>
<p><b>Formula:</b></p> <p>PO-1A &amp; PO-1B = <math>\Sigma[(\text{Query Response Date \&amp; Time}) - (\text{Query Submission Date \&amp; Time})] \div (\text{Number of Queries Submitted in Reporting Period})</math></p> <p>PO-1C = <math>[(\text{Number of IRTM Queries measured by PO-1A \&amp; 1B that Timeout before receiving response}) \div (\text{Number of IRTM Queries Transmitted in Reporting Period})] \times 100</math></p> <p>PO-1D = <math>\Sigma[(\text{Rejected Query Response Date \&amp; Time}) - (\text{Query Submission Date \&amp; Time})] \div (\text{Number of Rejected Query Transactions Simulated by IRTM})</math></p>	
<p><b>Exclusions:</b></p> <p>PO-1A &amp; PO-1B:</p> <ul style="list-style-type: none"> <li>• Rejected requests/errors, and timed out transactions</li> </ul> <p>PO-1C:</p> <ul style="list-style-type: none"> <li>• Rejected requests and errors</li> </ul> <p>PO-1D:</p> <ul style="list-style-type: none"> <li>• Timed out transactions</li> </ul>	

**PO-1 – Pre-Order/Order Response Times (continued)**

<b>Product Reporting:</b> None	<b>Standards:</b> Total Response Time:	IMA-GUI	IMA-EDI
	1. Appointment Scheduling	<10 seconds	<10 seconds
	2. Service Availability Information	<25 seconds	<25 seconds
	3. Facility Availability	<25 seconds <sup>6</sup>	<25 seconds <sup>6</sup>
4. Street Address Validation	<10 seconds	<10 seconds	
5. Customer Service Records	<12.5 seconds <sup>6</sup>	<12.5 seconds <sup>6</sup>	
6. Telephone Number	<10 seconds	<10 seconds	
7. Loop Qualification Tools <small>NOTE 3</small>	≤ 20 seconds <sup>7</sup>	≤ 20 seconds	
8. Left intentionally blank to preserve numbering			
9. Connecting Facility Assignment	≤ 25 seconds	≤ 25 seconds	
10. Meet Point Inquiry	≤ 30 seconds	≤ 30 seconds	
PO-1C-1	0.5%		
PO-1C-2	0.5%		
PO-1D-1 & 2	Diagnostic		
<b>Availability:</b> Available	<b>Notes:</b> <ol style="list-style-type: none"> <li>1. Rejected query types used in PO-1D are those developed for internal Qwest diagnostic purposes.</li> <li>2. As additional transactions, currently done manually, are mechanized, they will be measured and added to or included in the above list of transactions, as applicable.</li> <li>3. Results based on a weighted combination of ADSL Loop Qualification and Raw Loop Data Tool.</li> <li>4. Results based on Connecting Facility Assignment by Unit Query.</li> <li>5. Results based on meet Point Query, POTS Splitter option for Shared loops.</li> <li>6. Times reflect non-complex services, including residential, simple business, or POTS account. Does not include ADSL or accounts&gt;25 lines.</li> <li>7. Benchmark applies to response time only. Request time and Total time will also be reported.</li> </ol>		

## PO-2 – Electronic Flow-through

<p><b>Purpose:</b> Monitors the extent Qwest's processing of CLEC Local Service Requests (LSRs) is completely electronic, focusing on the degree that electronically-transmitted LSRs flow directly to the service order processor without human intervention or without manual retyping.</p>	
<p><b>Description:</b> PO-2A - Measures the percentage of all electronic LSRs that flow from the specified electronic gateway interface to the Service Order Processor (SOP) without any human intervention.  <ul style="list-style-type: none"> <li>Includes all LSRs that are submitted electronically through the specified interface during the reporting period, subject to exclusions specified below.</li> </ul> PO-2B – Measures the percentage of all flow-through-eligible LSRs <sup>NOTE 1</sup> that flow from the specified electronic gateway interface to the SOP without any human intervention.  <ul style="list-style-type: none"> <li>Includes all flow-through-eligible LSRs that are submitted electronically through the specified interface during the reporting period, subject to exclusions specified below.</li> </ul> </p>	
<p><b>Reporting Period:</b> One month</p>	<p><b>Unit of Measure:</b> Percent</p>
<p><b>Reporting Comparisons:</b> CLEC aggregate, individual CLEC</p>	<p><b>Disaggregation Reporting:</b> Statewide level (per multi-state system serving the state). Results for PO-2A and PO-2B will be reported according to the gateway interface* used to submit the LSR:  1 LSRs received via IMA-GUI  2 LSRs received via IMA-EDI   *CO also reports an aggregate of IMA-GUI and IMA-EDI results.</p>
<p><b>Formula:</b>  PO-2A = <math>[(\text{Number of Electronic LSRs that pass from the Gateway Interface to the SOP without human intervention}) \div (\text{Total Number of Electronic LSRs that pass through the Gateway Interface})] \times 100</math>   PO-2B = <math>[(\text{Number of flow-through-eligible Electronic LSRs that actually pass from the Gateway Interface to the SOP without human intervention}) \div (\text{Number of flow-through-eligible Electronic LSRs received through the Gateway Interface})] \times 100</math></p>	
<p><b>Exclusions:</b></p> <ul style="list-style-type: none"> <li>Rejected LSRs and LSRs containing CLEC-caused non-fatal errors.</li> <li>Non-electronic LSRs (e.g., via fax or courier).</li> <li>Records with invalid product codes.</li> <li>Records missing data essential to the calculation of the measurement per the PID.</li> <li>Duplicate LSR numbers. (Exclusion to be eliminated upon implementation of IMA capability to disallow duplicate LSR #'s.)</li> <li>Invalid start/stop dates/times.</li> </ul>	

**PO-2 – Electronic Flow-through (continued)**

<b>Product Reporting:</b> <ul style="list-style-type: none"> <li>• Resale</li> <li>• Unbundled Loops (with or without Local Number Portability)</li> <li>• Local Number Portability</li> <li>• UNE-P (POTS) and UNE-P (Centrex 21)</li> <li>• Line Sharing</li> </ul>	<b>Standards:</b> <u><b>PO-2A:</b></u> Diagnostic	
	<u><b>PO-2B:</b></u>	
	Resale:	95%
	Unbundled Loops:	85%
	LNP:	95%
UNE-P (POTS & Centrex 21):	95%	
Line Sharing:	Diagnostic <sup>NOTE 2</sup>	
<b>Availability:</b> Available	<b>Notes:</b> <ol style="list-style-type: none"> <li>1. The list of LSR types classified as eligible for flow through is contained in the “LSRs Eligible for Flow Through” matrix. This matrix also includes availability for enhancements to flow through. Matrix will be distributed through the CMP process.</li> <li>2. The standard and future disaggregated reporting of the Line Sharing product is TBD, pending resolution of TRO issues.</li> </ol>	



## PO-3 – LSR Rejection Notice Interval

<b>Purpose:</b> Monitors the timeliness with which Qwest notifies CLECs that electronic and manual LSRs were rejected.	
<b>Description:</b> Measures the interval between the receipt of a Local Service Request (LSR) and the rejection of the LSR for standard categories of errors/reasons. <ul style="list-style-type: none"> <li>• Includes all LSRs submitted through the specified interface that are rejected during the reporting period.</li> <li>• Standard reasons for rejections are: missing/incomplete/mismatching/unintelligible information, duplicate request or LSR/PON (purchase order number), no separate LSR for each account telephone number affected, no valid contract, no valid end user verification, account not working in Qwest territory, service-affecting order pending, request is outside established parameters for service, and lack of CLEC response to Qwest question for clarification about the LSR.</li> <li>• Included in the interval is time required for efforts by Qwest to work with the CLEC to avoid the necessity of rejecting the LSR.</li> <li>• With hours: minutes reporting, hours counted are (1) business hours for manual rejects (involving human intervention) and (2) published Gateway Availability hours for auto-rejects (involving no human intervention). Business hours are defined as time during normal business hours of the Wholesale Delivery Service Centers, except for PO-3C in which hours counted are workweek clock hours. Gateway Availability hours are based on the currently published hours of availability found on the following website: <a href="http://www.qwest.com/wholesale/cmp/ossHours.html">http://www.qwest.com/wholesale/cmp/ossHours.html</a>.</li> </ul>	
<b>Reporting Period:</b> One month	<b>Unit of Measure:</b> PO-3A-1, PO-3B-1 & PO-3C - Hrs: Mins. PO-3A-2 & PO-3B-2 – Mins: Secs.
<b>Reporting Comparisons:</b> CLEC aggregate and individual CLEC results	<b>Disaggregation Reporting:</b> Results for this indicator are reported according to the gateway interface used to submit the LSR: <ul style="list-style-type: none"> <li>• PO-3A-1, LSRs received via IMA-GUI and rejected manually: Statewide</li> <li>• PO-3A -2, LSRs received via IMA-GUI and auto-rejected: Region wide</li> <li>• PO-3B-1, LSRs received via IMA-EDI and rejected manually: Statewide</li> <li>• PO-3B -2, LSRs received via IMA-EDI and auto-rejected: Region wide</li> <li>• PO-3C, LSRs received via facsimile: Statewide</li> </ul>
<b>Formula:</b> $\frac{\sum [(Date\ and\ time\ of\ Rejection\ Notice\ transmittal) - (Date\ and\ time\ of\ LSR\ receipt)]}{(Total\ number\ of\ LSR\ Rejection\ Notifications)}$	
<b>Exclusions:</b> <ul style="list-style-type: none"> <li>• Records with invalid product codes.</li> <li>• Records missing data essential to the calculation of the measurement per the PID.</li> <li>• Duplicate LSR numbers. (Exclusion to be eliminated upon implementation of IMA capability to disallow duplicate LSR #'s.)</li> <li>• Invalid start/stop dates/times.</li> </ul>	
<b>Product Reporting:</b> Not applicable (reported by ordering interface).	<b>Standards:</b> <ul style="list-style-type: none"> <li>• PO-3A-1 and -3B-1: ≤ 12 business hours</li> <li>• PO-3A -2 and -3B -2: ≤ 18 seconds</li> <li>• PO-3C: ≤ 24 work week clock hours</li> </ul>
<b>Availability:</b> <p style="text-align: center;">Available</p>	<b>Notes:</b>

## PO-4 – LSRs Rejected

<p><b>Purpose:</b> Monitors the extent LSRs are rejected as a percentage of all LSRs to provide information to help address potential issues that might be raised by the indicator of LSR rejection notice intervals.</p>	
<p><b>Description:</b> Measures the percentage of LSRs rejected (returned to the CLEC) for standard categories of errors/reasons.</p> <ul style="list-style-type: none"> <li>• Includes all LSRs submitted through the specified interface that are rejected or FOC'd during the reporting period.</li> <li>• Standard reasons for rejections are: missing/incomplete/mismatching/unintelligible information; duplicate request or LSR/PON (purchase order number); no separate LSR for each account telephone number affected; no valid contract; no valid end user verification; account not working in Qwest territory; service-affecting order pending; request is outside established parameters for service; and lack of CLEC response to Qwest question for clarification about the LSR.</li> </ul>	
<p><b>Reporting Period:</b> One month</p>	<p><b>Unit of Measure:</b> Percent of LSRs</p>
<p><b>Reporting Comparisons:</b> CLEC aggregate and individual CLEC results</p>	<p><b>Disaggregation Reporting:</b> Results for this indicator are reported according to the gateway interface used to submit the LSR:</p> <ul style="list-style-type: none"> <li>PO-4A-1 LSRs received via IMA-GUI and rejected manually – Region wide</li> <li>PO-4A -2 LSRs received via IMA-GUI and auto-rejected – Region wide</li> <li>PO-4B-1 LSRs received via IMA-EDI and rejected manually – Region wide</li> <li>PO-4B -2 LSRs received via IMA-EDI and auto-rejected – Region wide</li> <li>PO-4C LSRs received via facsimile – Statewide</li> </ul>
<p><b>Formula:</b> [(Total number of LSRs rejected via the specified method in the reporting period) ÷ (Total of all LSRs that are received via the specified interface that were rejected or FOC'd in the reporting period)] x 100</p>	
<p><b>Exclusions:</b></p> <ul style="list-style-type: none"> <li>• Records with invalid product codes.</li> <li>• Records missing data essential to the calculation of the measurement per the PID.</li> <li>• Duplicate LSR numbers. (Exclusion to be eliminated upon implementation of IMA capability to disallow duplicate LSR #'s.)</li> <li>• Invalid start/stop dates/times.</li> </ul>	
<p><b>Product Reporting:</b> Not applicable (reported by ordering interface).</p>	<p><b>Standard:</b> Diagnostic</p>
<p><b>Availability:</b>  Available</p>	<p><b>Notes:</b></p>

## PO-5 – Firm Order Confirmations (FOCs) On Time

<p><b>Purpose:</b> Monitors the timeliness with which Qwest returns Firm Order Confirmations (FOCs) to CLECs in response to LSRs/ASRs received from CLECs, focusing on the degree to which FOCs are provided within specified intervals.</p>	
<p><b>Description:</b> Measures the percentage of Firm Order Confirmations (FOCs) that are provided to CLECs within the intervals specified under “Standards” below for FOC notifications.</p> <ul style="list-style-type: none"> <li>• Includes all LSRs/ASRs that are submitted through the specified interface or in the specified manner (i.e., facsimile) that receive an FOC during the reporting period, subject to exclusions specified below. (Acknowledgments sent separately from an FOC (e.g., EDI 997 transactions are not included.)</li> <li>• For PO-5A, the interval measured is the period between the LSR received date/time (based on scheduled up time) and Qwest’s response with a FOC notification (notification date and time).</li> <li>• For PO-5B, 5C, and 5D, the interval measured is the period between the <a href="#">application date and time</a>, as defined herein, and Qwest’s response with a FOC notification (notification date and time).</li> <li>• “Fully electronic” LSRs are those (1) that are received via IMA-GUI or IMA-EDI, (2) that involve no manual intervention, and (3) for which FOCs are provided mechanically to the CLEC. <sup>NOTE 2</sup></li> <li>• “Electronic/manual” LSRs are received electronically via IMA-GUI or IMA-EDI and involve manual processing.</li> <li>• “Manual” LSRs are received manually (via facsimile) and processed manually.</li> <li>• ASRs are measured only in <a href="#">business days</a>.</li> <li>• LSRs will be evaluated according to the FOC interval categories shown in the “Standards” section below, based on the number of lines/services requested on the LSR or, where multiple LSRs from the same CLEC are related, based on the combined number of lines/services requested on the related LSRs.</li> </ul>	
<p><b>Reporting Period:</b> One month</p>	<p><b>Unit of Measure:</b> Percent</p>
<p><b>Reporting Comparisons:</b> CLEC aggregate and individual CLEC results</p>	<p><b>Disaggregation Reporting:</b> Statewide level (per multi-state system serving the state). Results for this indicator are reported as follows:</p> <ul style="list-style-type: none"> <li>• PO-5A:* FOCs provided for <u>fully electronic</u> LSRs received via: <ul style="list-style-type: none"> <li>– PO-5A-1 IMA-GUI</li> <li>– PO-5A-2 IMA-EDI</li> </ul> </li> <li>• PO-5B:* FOCs provided for <u>electronic/manual</u> LSRs received via: <ul style="list-style-type: none"> <li>– PO-5B-1 IMA-GUI</li> <li>– PO-5B-2 IMA-EDI</li> </ul> </li> <li>• PO-5C:* FOCs provided for <u>manual</u> LSRs received via Facsimile.</li> <li>• PO-5D: FOCs provided for ASRs requesting LIS Trunks.</li> </ul> <p>* Each of the PO-5A, PO-5B and PO-5C measurements listed above will be further disaggregated as follows:</p> <ul style="list-style-type: none"> <li>– (a) FOCs provided for Resale services and UNE-P</li> <li>– (b) FOCs provided for Unbundled Loops and specified Unbundled Network Elements</li> <li>– (c) FOCs provided for LNP</li> </ul>
<p><b>Formula:</b>  <math display="block">PO-5A = \{[\text{Count of LSRs for which the original FOC's "(FOC Notification Date \&amp; Time) - (LSR received date/time (based on scheduled up time))" is within 20 minutes}] \div (\text{Total Number of original FOC Notifications transmitted for the service category in the reporting period})\} \times 100</math>   <math display="block">PO-5B, 5C, \&amp; 5D = \{[\text{Count of LSRs/ASRs for which the original FOC's "(FOC Notification Date \&amp; Time) - (Application Date \&amp; Time)" is within the intervals specified for the service category involved}] \div (\text{Total Number of original FOC Notifications transmitted for the service category in the reporting period})\} \times 100</math></p>	

## PO-5 – Firm Order Confirmations (FOCs) On Time (continued)

<b>Exclusions:</b>			
<ul style="list-style-type: none"> <li>• LSRs/ASRs involving individual case basis (ICB) handling based on quantities of lines, as specified in the “Standards” section below, or service/request types, deemed to be <a href="#">projects</a>.</li> <li>• Hours on Weekends and holidays. (Except for PO-5A which only excludes hours outside the scheduled up time).</li> <li>• LSRs with CLEC-requested FOC arrangements different from standard FOC arrangements.</li> <li>• Records with invalid product codes.</li> <li>• Records missing data essential to the calculation of the measurement per the PID.</li> <li>• Duplicate LSR numbers. (Exclusion to be eliminated upon implementation of IMA capability to disallow duplicate LSR #'s.)</li> <li>• Invalid start/stop dates/times.</li> </ul>			
Additional PO-5D exclusion:			
<ul style="list-style-type: none"> <li>• Records with invalid application or confirmation dates.</li> </ul>			
<b>Product Reporting:</b> <ul style="list-style-type: none"> <li>• For PO-5A, -5B and -5C:               <ul style="list-style-type: none"> <li>(a) Resale services UNE-P (POTS) and UNE-P Centrex</li> <li>(b) Unbundled Loops and specified Unbundled Network Elements.</li> <li>(c) LNP</li> </ul> </li> <li>• For PO-5D: LIS Trunks.</li> </ul>	<b>Standards:</b>		
	<ul style="list-style-type: none"> <li>• For PO-5A (all): 95% within 20 minutes <sup>NOTE 2</sup></li> </ul>		
	<ul style="list-style-type: none"> <li>• For PO-5B (all): 90% within standard FOC intervals (specified below)</li> </ul>		
	<ul style="list-style-type: none"> <li>• For PO-5C (manual): 90% within standard FOC intervals specified below <b>PLUS 24 hours</b> <sup>NOTE 3</sup></li> </ul>		
	<ul style="list-style-type: none"> <li>• For PO-5D (LIS Trunks): 85% within eight business days</li> </ul>		
	<b><u>Standard FOC Intervals for PO-5B and PO-5C</u></b>		
	<b>Product Group</b> <sup>NOTE 1</sup> <span style="float: right;"><b>FOC Interval</b></span>		
	<b>Resale</b>		
	Residence and Business POTS		1-39 lines
	ISDN-Basic		1-10 lines
<ul style="list-style-type: none"> <li>– Conversion As Is</li> <li>– Adding/Changing features</li> <li>– Add primary directory listing to established loop</li> <li>– Add call appearance</li> </ul>		<b>24 hours</b>	
Centrex Non-Design			1-19 lines
with no Common Block Configuration			
Centrex line feature changes/adds/removals (all)			
<b>LNP</b>		1-24 lines	
<b>Unbundled Loops</b>		1-24 loops	
2/4 Wire analog			
DS3 Capable			
<b>Sub-loop</b>		1-24 sub-loops	
[included in Product Reporting group (b)]			
<b>Line Sharing/Line Splitting/Loop Splitting</b>		1-24 shared loops	
[included in Product Reporting group (b)]			
<b>Unbundled Network Element–Platform (UNE-P POTS)</b>		1 – 39 lines	

**PO-5 – Firm Order Confirmations (FOCs) On Time (continued)**

	<b>Resale</b> ISDN-Basic 1-10 lines – Conversion As Specified – New Installs – Address Changes – Change to add Loop ISDN-PRI (Facility) 1-3 PBX 1-24 trunks DS0 or Voice Grade Equivalent 1-24 DS1 Facility 1-24 DS3 Facility 1-3	<b>48 hours</b>
	<b>LNP</b> 25-49 lines	
	<b>Enhanced Extended Loops (EELs)</b> [included in Product Reporting group (b)] <b>DS1</b> 1-24 circuits	
	<b>Resale</b> Centrex (including Centrex 21, Non-design, Centrex 21 Basic ISDN, Centrex-Plus, Centron, Centrex Primes) 1-10 lines – With Common Block Configuration required – Initial establishment of Centrex CMS services – Tie lines or NARs activity – Subsequent to initial Common Block – Station lines – Automatic Route Selection – Uniform Call Distribution – Additional numbers	<b>72 hours</b>
	<b>UNE-P Centrex</b> 1-10 lines	
	<b>UNE-P Centrex 21</b> 1-10 lines	
	<b>Unbundled Loops with Facility Check</b> <sup>(NOTE 2, 3)</sup> 1 – 24 loops 2/4 wire Non-loaded ADSL compatible ISDN capable XDSL-I capable DS1 capable	
	<b>Resale</b> ISDN-PRI (Trunks) 1-12 trunks	<b>96 hours</b>
	<b>For PO-5D:</b> LIS Trunks 1-240 trunk circuits	<b>8 business days</b>
	<b>Availability:</b> Available	<b>Notes:</b> 1. LSRs with quantities above the highest number specified for each product type are considered ICB. 2. Unbundled Loop with Facility Check can be processed electronically; however, because this category always carries a 72-hour FOC interval the FOC results for this product will appear in PO-5B if received electronically or PO-5C if received manually. 3. Unbundled Loop with Facility Check will not add an additional 24 hours to the 72-hour interval if the LSR is submitted manually.

## PO-6 – Work Completion Notification Timeliness

<p><b>Purpose:</b> To evaluate the timeliness of Qwest issuing electronic notification at an LSR level to CLECs that provisioning work on all service orders that comprise the CLEC LSR have been completed in the Service Order Processor and the service is available to the customer.</p>	
<p><b>Description:</b> PO-6A &amp; 6B:</p> <ul style="list-style-type: none"> <li>• Includes all orders completed in the Qwest Service Order Processor that generate completion notifications in the reporting period, subject to exclusions shown below.</li> <li>• The start time is the date/time when the last of the service orders that comprise the CLEC LSR is posted as completed in the Service Order Processor.</li> <li>• The end time is when the electronic order completion notice is made available (IMA-GUI) <sup>NOTE 1</sup> or transmitted (IMA-EDI) to the CLEC via the ordering interface used to place the local service request. The notification is transmitted at an LSR level when all service orders that comprise the CLEC LSR are complete.</li> <li>• With hours: minutes reporting, hours counted are during the published Gateway Availability hours. Gateway Availability hours are based on the currently published hours of availability found on the following website: <a href="http://www.qwest.com/wholesale/cmp/ossHours.html">http://www.qwest.com/wholesale/cmp/ossHours.html</a>.</li> </ul>	
<p><b>Reporting Period:</b> One month</p>	<p><b>Unit of Measure:</b> PO-6A - 6B:          Hrs:Mins</p>
<p><b>Reporting Comparisons:</b> CLEC aggregate and individual CLEC results.</p>	<p><b>Disaggregation Reporting:</b> Statewide level.</p> <ul style="list-style-type: none"> <li>• PO-6A Notices transmitted via IMA-GUI</li> <li>• PO-6B Notices transmitted via IMA-EDI</li> </ul>
<p><b>Formula:</b> <u>For completion notifications generated from LSRs received via IMA-GUI:</u>  <math display="block">PO-6A = \frac{\Sigma((\text{Date and Time Completion Notification made available to CLEC}) - (\text{Date and Time the last of the service orders that comprise the CLEC LSR is completed in the Service Order Processor}))}{(\text{Number of completion notifications made available in reporting period})}</math>   <u>For completion notifications generated from LSRs received via IMA-EDI:</u>  <math display="block">PO-6B = \frac{\Sigma((\text{Date and Time Completion Notification transmitted to CLEC}) - (\text{Date and Time the last of the service orders that comprise the CLEC LSR is completed in the Service Order Processor.}))}{(\text{Number of completion notifications transmitted in reporting period})}</math> </p>	
<p><b>Exclusions:</b> PO – 6A &amp; 6B:</p> <ul style="list-style-type: none"> <li>• Records with invalid completion dates.</li> <li>• LSRs submitted manually (e.g., via facsimile).</li> <li>• ASRs submitted via EXACT.</li> </ul>	
<p><b>Product Reporting:</b> PO – 6A &amp; 6B Aggregate reporting for all products ordered through IMA-GUI and, separately, IMA-EDI (see disaggregation reporting).</p>	<p><b>Standard:</b> 6 hours</p>
<p><b>Availability:</b> Available</p>	<p><b>Notes:</b> 1. The time a notice is “made available” via the IMA-GUI is the time Qwest stores a status update related to the completion notice in the IMA Status Updates database. When this occurs, the notice can be immediately viewed by the CLEC using the Status Updates window or by using the LSR Notice Inquiry function.</p>

## PO-7 – Billing Completion Notification Timeliness

<p><b>Purpose:</b> To evaluate the timeliness with which electronic billing completion notifications are made available or transmitted to CLECs, focusing on the percentage of notifications that are made available or transmitted (for CLECs) or posted in the billing system (for Qwest retail) within five <a href="#">business days</a>.</p>	
<p><b>Description:</b> <b>PO-7A &amp; 7B:</b></p> <ul style="list-style-type: none"> <li>This measurement includes all orders posted in the CRIS billing system for which billing completion notices are made available or transmitted in the reporting period, subject to exclusions shown below.</li> <li>Intervals used in this measurement are from the time a service order is completed in the SOP to the time billing completion for the order is made available or transmitted to the CLEC. <ul style="list-style-type: none"> <li>The time a notice is “made available” via the IMA-GUI consists of the time Qwest stores the completion notice in the IMA Status Updates database. When this occurs, the notice can be immediately viewed by the CLEC using the Status Updates window.</li> <li>The time a notice is “transmitted” via IMA-EDI consists of the time Qwest actually transmits the completion notice via IMA-EDI. Applicable only to those CLECs who are certified and setup to receive the notices via IMA-EDI.</li> </ul> </li> <li>The start time is when the completion of the service order is posted in the Qwest SOP. The end time is when, confirming that the order has been posted in the CRIS billing system, the electronic billing completion notice is made available to the CLEC via the same ordering interface (IMA-GUI or IMA-EDI) as used to submit the LSR.</li> <li>Intervals counted in the numerator of these measurements are those that are five business days or less.</li> </ul> <p><b>PO-7C:</b></p> <ul style="list-style-type: none"> <li>This measurement includes all retail orders posted in the CRIS Billing system in the reporting period, subject to exclusions shown below.</li> <li>Intervals used in this measurement are from the time an order is completed in the SOP to the time it is posted in the CRIS billing system.</li> <li>The start time is when the completion of the order is posted in the SOP. The end time is when the order is posted in the CRIS billing system.</li> <li>Intervals counted in the numerator of this measurement are those that are five business days or less.</li> </ul>	
<p><b>Reporting Period:</b> One month</p>	<p><b>Unit of Measure:</b> Percent</p>
<p><b>Reporting Comparisons:</b> PO-7A and -7B: CLEC aggregate and individual CLEC results. PO-7C: Qwest retail results.</p>	<p><b>Disaggregation Reporting:</b> Statewide level.</p> <ul style="list-style-type: none"> <li>PO-7A Notices made available via IMA-GUI</li> <li>PO-7B Notices transmitted via IMA-EDI</li> <li>PO-7C Billing system posting completions for Qwest Retail</li> </ul>
<p><b>Formula:</b> <u>For wholesale service orders Qwest generates for LSRs received via IMA:</u></p> <p>PO-7A = <math>(\text{Number of electronic billing completion notices in the reporting period made available within five business days of posting complete in the SOP}) \div (\text{Total Number of electronic billing completion notices made available during the reporting period})</math></p> <p>PO-7B = <math>(\text{Number of electronic billing completion notices in the reporting period transmitted within five business days of posting complete in the SOP}) \div (\text{Total Number of electronic billing completion notices transmitted during the reporting period})</math></p> <p><u>For service orders Qwest generates for retail customers (i.e., the retail analogue for PO-7A &amp; -7B):</u></p> <p>PO-7C = <math>(\text{Total number of retail service orders posted in the CRIS billing system in the reporting period that were posted within 5 business days}) \div (\text{Total number of retail service orders posted in the CRIS billing system in the reporting period})</math></p>	

**PO-7 – Billing Completion Notification Timeliness (continued)**

<p><b>Exclusions:</b>                  PO-7A, 7B &amp; 7C</p> <ul style="list-style-type: none"> <li>• Services that are not billed through CRIS, e.g. Resale Frame Relay.</li> <li>• Records with invalid completion dates.</li> </ul> <p>PO-7A &amp; 7B</p> <ul style="list-style-type: none"> <li>• LSRs submitted manually.</li> <li>• ASRs submitted via EXACT.</li> </ul>	
<p><b>Product Reporting:</b>                  Aggregate reporting for all products ordered through IMA-GUI and, separately, IMA-EDI (see disaggregation reporting).</p>	<p><b>Standard:</b>                  PO-7A and -7B: Parity with PO-7C</p>
<p><b>Availability:</b>                  Available</p>	<p><b>Notes:</b></p>



## PO-8 – Jeopardy Notice Interval

<b>Purpose:</b> Evaluates the timeliness of jeopardy notifications, focusing on how far in advance of original due dates jeopardy notifications are provided to CLECs (regardless of whether the due date was actually missed).	
<b>Description:</b> Measures the average time lapsed between the date the customer is first notified of an order jeopardy event and the original due date of the order. <ul style="list-style-type: none"> <li>Includes all orders completed in the reporting period that received jeopardy notifications.</li> </ul>	
<b>Reporting Period:</b> One month	<b>Unit of Measure:</b> Average <a href="#">Business days</a> <sup>NOTE 1</sup>
<b>Reporting Comparisons:</b> CLEC aggregate, individual CLEC and Qwest Retail results	<b>Disaggregation Reporting:</b> Statewide level. (This measure is reported by jeopardy notification process as used for the categories shown under Product Reporting.)
<b>Formula:</b> $[\sum(\text{Date of the original due date of orders completed in the reporting period that received jeopardy notification} - \text{Date of the first jeopardy notification}) \div \text{Total orders completed in the reporting period that received jeopardy notification}]$	
<b>Exclusions:</b> <ul style="list-style-type: none"> <li>Jeopardies done after the original due date is past.</li> <li>Records involving official company services.</li> <li>Records with invalid due dates or <a href="#">application dates</a>.</li> <li>Records with invalid completion dates.</li> <li>Records with invalid product codes.</li> <li>Records missing data essential to the calculation of the measurement per the PID.</li> </ul>	
<b>Product Reporting:</b> <ul style="list-style-type: none"> <li>A Non-Designed Services</li> <li>B Unbundled Loops (with or without Number Portability)</li> <li>C LIS Trunks</li> <li>D UNE-P (POTS)</li> </ul>	<b>Standards:</b> <ul style="list-style-type: none"> <li>A Parity with Retail POTS</li> <li>B Parity with Retail POTS</li> <li>C Parity with Feature Group D (FGD) services</li> <li>D Parity with Retail POTS</li> </ul>
<b>Availability:</b> Available	<b>Notes:</b> 1. For PO-8A and -D, Saturday is counted as a business day for all non-dispatched orders for Resale Residence, Resale Business, and UNE-P (POTS), as well as for the retail analogues specified above as standards. For dispatched orders for Resale Residence, Resale Business, and UNE-P (POTS) and for all other products reported under PO-8B and -8C, Saturday is counted as a business day when the service order is due on Saturday.

## PO-9 – Timely Jeopardy Notices

<b>Purpose:</b> When original due dates are missed, measures the extent to which Qwest notifies customers in advance of jeopardized due dates.	
<b>Description:</b> Measures the percentage of late orders for which advance jeopardy notification is provided. <ul style="list-style-type: none"> <li>Includes all inward orders (Change, New, and Transfer order types) assigned a due date by Qwest and which are completed/closed in the reporting period that missed the original due date. Change order types included in this measurement consist of all C orders representing <a href="#">inward activity</a>.</li> <li>Missed due date orders with jeopardy notifications provided on or after the original due date is past will be counted in the denominator of the formula but will not be counted in the numerator.</li> </ul>	
<b>Reporting Period:</b> One month	<b>Unit of Measure:</b> Percent
<b>Reporting Comparisons:</b> CLEC aggregate, individual CLEC and Qwest Retail results	<b>Disaggregation Reporting:</b> Statewide level. (This measure is reported by jeopardy notification process as used for the categories shown under Product Reporting.)
<b>Formula:</b> $[(\text{Total missed due date orders completed in the reporting period that received jeopardy notification in advance of original due date}) \div (\text{Total number of missed due date orders completed in the reporting period})] \times 100$	
<b>Exclusions:</b> <ul style="list-style-type: none"> <li>Orders missed for customer reasons.</li> <li>Records with invalid product codes.</li> <li>Records involving official company services.</li> <li>Records with invalid due dates or <a href="#">application dates</a>.</li> <li>Records with invalid completion dates.</li> <li>Records with invalid product codes.</li> <li>Records missing data essential to the calculation of the measurement per the PID.</li> </ul>	
<b>Product Reporting:</b> <ul style="list-style-type: none"> <li>A Non-Designed Services</li> <li>B Unbundled Loops (with or without Number Portability)</li> <li>C LIS Trunks</li> <li>D UNE-P (POTS)</li> </ul>	<b>Standards:</b> <ul style="list-style-type: none"> <li>A Parity with Retail POTS</li> <li>B Parity with Retail POTS</li> <li>C Parity with Feature Group D (FGD) Services</li> <li>D Parity with Retail POTS</li> </ul>
<b>Availability:</b> Available	<b>Notes:</b>

## PO-15 – Number of Due Date Changes per Order

<b>Purpose:</b> To evaluate the extent to which Qwest changes due dates on orders.	
<b>Description:</b> Measures the average number of Qwest due date changes per order. <ul style="list-style-type: none"> <li>Includes all inward orders (Change, New, and Transfer order types) that have been assigned a due date in the reporting period subject to the exclusions below. Change order types for additional lines consist of all "C" orders representing <a href="#">inward activity</a>.</li> <li>Counts all due date changes made for Qwest reasons following assignment of the original due date.</li> </ul>	
<b>Reporting Period:</b> One month	<b>Unit of Measure:</b> Average Number of Due Date Changes
<b>Reporting Comparisons:</b> CLEC aggregate, individual CLEC, and Qwest retail results.	<b>Disaggregation Reporting:</b> Statewide level.
<b>Formula:</b> $\Sigma(\text{Count of Qwest due date changes on all orders}) \div (\text{Total orders in reporting period})$	
<b>Exclusions:</b> <ul style="list-style-type: none"> <li>Customer requested due date changes.</li> <li>Records involving official company services.</li> <li>Records with invalid due dates or <a href="#">application dates</a>.</li> <li>Records with invalid product codes.</li> <li>Records missing data essential to the calculation of the measurement per the PID.</li> </ul>	
<b>Product Reporting:</b> None	<b>Standard:</b> Diagnostic
<b>Availability:</b> Available	<b>Notes:</b>

## PO-16– Timely Release Notifications

### Purpose:

Measures the percent of release notifications for changes to specified OSS interfaces sent by Qwest to CLECs within the intervals and scope specified within the change management plan found on Qwest's Change Management Process, (CMP) website at <http://www.qwest.com/wholesale/cmp/whaticmp.html>.

### Description:

- Measures the percent of release notices that are sent by Qwest within the intervals/timeframes prescribed by the release notification procedure on Qwest's CMP website. <sup>NOTE 1</sup>
  - Release notices measured are:
    - Draft Technical Specifications (for App to App interfaces only);
    - Final Technical Specifications (for App to App interfaces only);
    - Draft Release Notices (for IMA-GUI interfaces only);
    - Final Release Notices (for IMA-GUI interfaces only); and
    - OSS Interface Retirement Notices. <sup>NOTE 2</sup>
  - For the following OSS interfaces:
    - IMA-GUI, IMA-EDI;
    - CEMR;
    - Exchange Access, Control, & Tracking (EXACT); <sup>NOTE 3</sup>
    - Electronic Bonding - Trouble Administration (EB -TA); <sup>NOTE 4</sup>
    - IABS and CRIS Summary Bill Outputs; <sup>NOTE 5</sup>
    - Loss and Completion Records; <sup>NOTE 5</sup>
    - New OSS interfaces (for introduction notices only.) <sup>NOTE 6</sup>
  - Also included are notifications for connectivity or system function changes to Resale Product Database.
  - Includes OSS interface release notifications by Qwest relating to the following products and service categories: LIS/Interconnection, Collocation, Unbundled Network Elements (UNE), Ancillary, and Resale Products and Services.
  - Includes OSS interface release notifications by Qwest to CLECs for the following OSS functions: Pre-Ordering, Ordering, Provisioning, Repair and Maintenance, and Billing.
  - Includes Types of Changes as specified in the "Qwest Wholesale Change Management Process Document" (Section 4 – Types of Changes).
  - Includes all OSS interface release notifications pertaining to the above OSS systems, subject to the exclusions specified below.
- Release Notifications sent on or before the date required by the CMP are considered timely. A release notification "sent date" is determined by the date of the e-mail sent by Qwest that provides the Release Notification. <sup>NOTE 7</sup>
- Release Notifications sent after the date required by the (CMP) are considered untimely. Release Notifications required but not sent are considered untimely.

**Reporting Period:** One month

**Unit of Measure:** Percent

**Reporting Comparisons:** CLEC Aggregate

**Disaggregation Reporting:** Region-wide level.

### Formula:

$$[(\text{Number of required release notifications for specified OSS interface changes made within the reporting period that are sent on or before the date required by the change management plan (CMP)} \div \text{Total number of required release notifications for specified OSS interface changes within reporting period})] \times 100$$

### Exclusions:

- Changes to be implemented on an expedited basis (exception to OSS notification intervals) as mutually agreed upon by CLECs and Qwest through the CMP.
- Changes where Qwest and CLECs agree, through the CMP, that notification is unnecessary.

**PO-16 Timely Release Notifications (continued)**

<b>Product Reporting:</b> None	<b>Standards:</b> Vol. 1-10:    No more than one untimely notification Vol. > 10:   92.5% timely notifications
<b>Availability:</b> Available	<b>Notes:</b> <ol style="list-style-type: none"> <li>1. The Qwest Wholesale Change Management Process Document specifies the intervals for release notifications by type of notification. These intervals are documented in the change management plan.</li> <li>2. The documents described in section "9.0 – Retirement of Existing OSS Interfaces" of the "Qwest Wholesale Change Management Process Document" as "Initial Retirement Notice" and "Final Retirement Notice."</li> <li>3. EXACT is a Telecordia system. Only release notifications for changes initiated by Qwest for hardware or connectivity will be included in this measurement.</li> <li>4. EB-TA is the same system as MEDIACC.</li> <li>5. CRIS, IABS, and Loss and Completions will adhere to the notification intervals documented in section 8.1 – Changes to Existing Application to Application Interface.</li> <li>6. The documents described in section "7.0 – Introduction of New OSS Interface" of the "Qwest Wholesale Change Management Process Document" as "Initial Release Announcement and Preliminary Implementation Plan" (new App to App only), "Initial Interface Technical Specification" (new App to App only), "Final Interface Technical Specifications (new App to App only), "Release Notification" (new GUI only). CMP notices for "Introduction of a New OSS" are to be included in this measurement even though the new system is not explicitly listed in the "Description" section of this PID. However, once implemented, the system will not be added to the measurement for purposes of measuring release, change and retirement notifications unless specifically incorporated as an authorized change to the PID.</li> <li>7. The intervals used to determine timeliness are based on CMP guidelines.</li> </ol>

## PO-19 – Stand-Alone Test Environment (SATE) Accuracy

### Purpose:

Evaluates Qwest’s ability to provide accurate production-like tests to CLECs for testing new releases in the SATE and production environments and testing between releases in the SATE environment.

### Description:

#### PO-19A

- Measures the percentage of test transactions that conform to the test scenarios published in the *IMA EDI Data Document – for the Stand Alone Test Environment (SATE)* that are successfully executed in SATE at the time a new IMA Release is deployed to SATE. In months where no release activity occurs, measures the percentage of test transactions that conform to the test scenarios published in the current IMA EDI Data Document-for the Stand Alone Test Environment (SATE) that are successfully executed in SATE during the between-releases monthly performance test.
- Includes one test transaction for each test scenario published in the *IMA EDI Data Document – for the Stand Alone Test Environment (SATE)*.
- Test transactions will be executed for each of the IMA releases supported in SATE utilizing all test scenarios for each of the current versions of the *IMA EDI Data Document – for the Stand Alone Test Environment (SATE)*.
- The successful execution of a transaction is determined by the Qwest Test Engineer according to:
  - The expected results of the test scenario as described in the *IMA EDI Data Document – for the Stand Alone Test Environment (SATE)* and the EDI disclosure document.
  - The transactions strict adherence to business rules published in Qwest’s most current IMA EDI Disclosure Documentation for each release and the associated Addenda. <sup>NOTE 1</sup>
- For this measurement, Qwest will execute the test transactions in the Stand-Alone Test Environment.
  - Release related test transactions will be executed when a full or point release of IMA is installed in SATE. These transactions will be executed within five [business days](#) of the numbered release being originally installed in SATE. This five-business day period will be referred to as the “Testing Window.”
  - Mid-release monthly performance test transactions will be executed in the months when no Testing Window for a release is completed. These transactions will be executed on the 15<sup>th</sup>, or the nearest working day to the 15<sup>th</sup> of the month, in the months when no release related test transactions are executed.
- Test transaction results will be reported by release and included in the Reporting Period during which the release transactions or mid-release test transactions are completed.

#### PO-19B

- Validates the extent that SATE mirrors production by measuring the percentage of IMA EDI test transactions that produce comparable results in SATE and in production.
  - Transactions counted as producing comparable results are those that return correctly formatted data and fields as specified in the release’s EDI disclosure document and developer worksheets related to the IMA release being tested.
  - Comparability will be determined by evaluating the data and fields in each EDI message for the test transactions against the same data and fields for Preorder queries, LSRs, and Supplementals, and returned as Query Responses, Acknowledgements, Firm Order Confirmations (FOCs) for flow-through eligible products, and rejects.
- Test transactions are executed one time for each new major IMA release within 7 days after the IMA release.
  - Test transactions consist of a defined suite of Product/Activity combinations. Qwest’s three regions will be represented. <sup>NOTE 2</sup>
  - Pre-order, Order, and Post-order transactions (FOCs for flow-through products) are included.
- With respect to the comparability of the structure and content of results from SATE and production environments, this measurement focuses only on the validity of the structure and the validity of the content, per developer worksheets and EID mapping examples distributed as part of release notifications. <sup>NOTE 3</sup>

### Reporting Period:

PO-19A -- One month

PO-19B: -- One month (for those months in

### Unit of Measure:

Percent

**PO-19 Stand-Alone Test Environment (SATE) Accuracy (continued)**

<p>which release-related test transactions are completed)</p>	
<p><b>Reporting Comparisons:</b> None</p>	<p><b>Disaggregation Reporting:</b>          PO-19A – Reported separately for each release tested in the reporting period          PO-19B -- None</p>
<p><b>Formula:</b>          PO-19A          [(Total number of successfully completed SATE test transactions executed for a Software Release or between-releases performance test completed in the Reporting Period) ÷ (Total number of SATE test transactions executed for each Software Release or between-releases performance test completed in the Reporting Period)] x 100          PO-19B          [(Total number of completed IMA EDI test transactions executed in SATE and production that produce comparable results for each new major IMA Software Release completed in the Reporting Period) ÷ (Total number of completed IMA EDI test transactions executed in SATE and production for each new major IMA Software Release completed in the Reporting Period)] x 100</p>	
<p><b>Exclusions:</b>          For PO-19B:</p> <ul style="list-style-type: none"> <li>• Transactions that fail due to the unavailability of a content item (e.g., TN exhaustion in SATE or the production environment) or a function in the SATE or production environments (e.g., address validation query or CSR query) that is unsuccessful due to an outage in systems that interface with IMA-EDI (e.g., PREMIS or SIA).</li> <li>• Transactions that fail because of differences between the production and SATE results caused when an IMA candidate is implemented into IMA and not SATE (i.e., where CMP decides not to implement an IMA candidate in a SATE release: e.g., the Reject Duplicate LSR candidate in IMA 12.0). This exclusion does not apply during reporting periods in which there are no differences between production IMA and SATE caused by SATE releases packaged pursuant to CMP decisions.</li> </ul>	
<p><b>Product Reporting:</b> None</p>	<p><b>Standard:</b>          PO-19A – 95% for each release tested          PO-19B – 95%</p>
<p><b>Availability:</b>          Available</p>	<p><b>Notes:</b></p> <ol style="list-style-type: none"> <li>1. Transactions that are executed and found to have inconsistencies with the data and format rules will be corrected and rerun. Rerun volumes will not be counted in the denominator for PO-19. Such corrections and re-executions are intended to enforce strict adherence to business rules published in Qwest’s most current IMA EDI Data and Disclosure Documents.</li> <li>2. The product and activity combinations that make up the test decks for PO-19B will be updated after each major IMA software release and provided to CLECs with the publication of IMA EDI Draft Interface Technical Specifications for the next major IMA software release as defined in the CMP process. All combinations with EDI transaction volumes &gt; 100 in the previous 12-month period will be included in the test deck. 75 days prior to the execution of the test, Qwest will run a query against IMA to determine which combinations meet the criteria for inclusion (i.e., volumes &gt; 100).</li> </ol>

**PO-19 Stand-Alone Test Environment (SATE) Accuracy (continued)**

	<p>3. The intent of this provision is to avoid including the effects of circumstances beyond the SATE environment that could cause differences in SATE and production results that are not due to problems in mirroring production. For example, because of real-time data manipulation in production, an appointment availability query transaction in SATE will not return the same list of available appointments as in production. Available appointments in production are fully dependent on real-time activities that occur there, whereas available appointments in SATE are based on a pre-defined list that is representative of production.</p>
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## PO-20 (Expanded) – Manual Service Order Accuracy

### Purpose:

Evaluates the degree to which Qwest accurately processes CLECs' Local Service Requests (LSRs), which are electronically-submitted and manually processed by Qwest, into Qwest Service Orders, based on mechanized comparisons of specified LSR-Service Order fields and focusing on the percentage of manually-processed Service Orders that are accurate/error-free.

### Description:

Measures the percentage of manually-processed Qwest Service Orders that are populated correctly, in specified data fields, with information obtained from CLEC LSRs.

- Includes only Service Orders created from CLEC LSRs that Qwest receives <sup>NOTE 1</sup> electronically (via IMA-GUI or IMA-EDI) and manually processes in the creation of Service Orders, regardless of flow through eligibility, subject to exclusions specified below.
- Includes only Service Orders, from the product reporting categories specified below, that request inward line or feature activity (Change, New, and Transfer order types), are assigned a due date by Qwest, and are completed/closed in the reporting period. Change Service Order types included in this measurement consist of all C orders with "I" and "T" action-coded line or feature USOCs.
- All Service Orders satisfying the above criteria are evaluated in this measurement. <sup>NOTE 2</sup>
- An inward line Service Order will be classified as "accurate" and thus counted in the numerator in the formula below when the mechanized comparisons of this measurement determine that the fields specified in the Service Order Fields Evaluated section below (when the source fields have been properly populated on the LSR) are all accurate on the Service Order. An inward feature Service Order will be classified as "accurate" if the fields specified in the Service Order Fields Evaluated section below (when the source fields have been properly populated on the LSR) are all accurate on the Service Order and if no CLEC notifications to the call center have generated call center tickets coded to LSR/SO mismatch for that order.
  - Service Orders will be counted as being accurate if the contents of the relevant fields, as recorded in the completed Service Orders involved in provisioning the service, properly match or correspond to the information from the specified fields as provided in the latest version of associated LSRs.
  - Service orders generated from LSRs receiving a PIA (Provider Initiated Activity value will be counted as being accurate if each and every mismatch has a correct and corresponding PIA value.
  - Service Orders, including those otherwise considered accurate under the above-described mechanized field comparison, will not be counted as accurate if Qwest corrects errors in its Service Order(s) as a result of contacts received from CLECs no earlier than one business day prior to the original due date.

**Reporting Period:** One month, reported in arrears (i.e., results first appear in reports one month later than results for measurements that are not reported in arrears), in order to exclude Service Orders that are the subject of call center tickets counted in OP-5B and OP-5T, as having new service problems attributed to Service Order errors.

**Unit of Measure:** Percent

**Reporting Comparisons:**  
CLEC Aggregate and individual CLEC

**Disaggregation Reporting:**  
Statewide Level

### Formula:

$$\left[ \frac{\text{(Number of accurate, evaluated Service Orders)}}{\text{(Number of evaluated Service Orders completed in the reporting period)}} \right] \times 100$$

### Exclusions:

- Service Orders that are the subject of call center tickets counted in OP-5B and OP-5T as having new service problems attributed to Service Order errors.
- Cancelled Service Orders.
- Service Orders that cannot be matched to a corresponding LSR
- Records missing data essential to the calculation of the measurement per the PID.

**PO-20 (Expanded) – Manual Service Order Accuracy (continued)**

<p><b>Product Reporting:</b></p> <ul style="list-style-type: none"> <li>Resale and UNE-P (POTS and Centrex 21)</li> <li>Unbundled Loops (Analog and Non-Loaded 2/4-wire, DS1 Capable, DS3 and higher Capable, ADSL Compatible, XDSL-I Capable, ISDN-BRI Capable)</li> </ul>	<p><b>Standard:</b> 95%</p>
<p><b>Availability:</b> Available</p>	<p><b>Notes:</b></p> <ol style="list-style-type: none"> <li>To be included in the measurement, Service Orders created from CLEC LSRs must be received and completed in the same version of IMA-GUI or IMA-EDI.</li> <li>Consists of all manually-processed, qualifying Service Orders per product reporting category specified above, from throughout Qwest's 14-state local service region.</li> </ol>

<b>LSR-Service Order Fields Evaluated</b>			
<b>Mechanized comparison of the fields from the Service Order to the LSR:</b>			
Form	LSR Field Code	LSR Field Name	Remarks/Service Order Field:
<b>LSR</b>	CCNA	Customer Carrier Name Abbreviation	CCNA field of LSR form compared to the RSID/ZCID field identifier in the Extended ID section of the Service Order.
	PON	Purchase Order Number	PON field of LSR form compared to the PON field in Bill Section of the Service Order.
	D/TSENT	Date and time sent	The D/TSENT field of LSR form from the Firm Order Manager, using applied business day cut-off rules and business typing rules, and compare to the APP (Application Date) used on the Service Order.
	CHC	Coordinated Hot Cut Requested	Applies only to Unbundled Loop. Validate that the installation USOC used on the Service Order matches the Coordinated Cut request. (Evaluated in conjunction with the TEST field to determine correct USOC.)
	TEST	Testing required	Applies only to Unbundled Loop. Validate that the installation USOC used on the Service Order matches the TEST request. (Evaluated in conjunction with the CHC field to determine correct USOC.)
	NC	Network Channel Code	Applies only to Unbundled Loop. NC field on the LSR form compared to provisioning USOC for CKL1 on the Service Order.
	NCI	Network Channel Interface Code	Applies only to Unbundled Loop NCI field on the LSR form compared to provisioning USOC for CKL1 on the Service Order.

**PO-20 (Expanded) – Manual Service Order Accuracy (continued)**

<b>LSR-Service Order Fields Evaluated</b>			
<b>Mechanized comparison of the fields from the Service Order to the LSR:</b>			
<b>Form</b>	<b>LSR Field Code</b>	<b>LSR Field Name</b>	<b>Remarks/Service Order Field:</b>
	SECNCI	Secondary Network Channel Interface Code	Applies only to Unbundled Loop orders. SECNCI field on the LSR form compared to the provisioning USOC for CKL2 on the Service Order.
<b>Resale or Centrex</b>	PIC	InterLATA Pre-subscription Indicator Code	PIC field on Resale or Centrex form compared to PIC populated on the "I" or "T" action lines in the Service and Equipment section of the Service Order. <i>Note:</i> LSR PIC = None; S.O. PIC = None
	LPIC	IntraLATA Pre-subscription Indicator Code	LPIC field on Resale or Centrex form compared to LPIC populated on the "I" or "T" action lines in the Service and Equipment section of the Service Order. <i>Note:</i> LSR LPIC = None; S.O. LPIC = 9199 LSR LPIC = DFLT; S.O. LPIC = 5123
<b>Resale or Centrex</b>	TNS	Telephone Numbers	Validate that all telephone numbers in the TNS fields in the Service Details section on the Resale or Centrex form requiring inward activity are addressed on the Service Order.
	FA/ FEATURE	Feature Activity/Feature Codes	When the FA = N, T, V Validate line and feature USOCs provided in the FEATURE field on the Resale or Centrex form are addressed with "I" and/or "T" action lines on the Service Order. <i>Note:</i> Comparison will be based on the USOCs associated with line and feature activity listed in the PO-20 USOC List posted on Qwest's public website, on the web page containing the current PID <a href="http://www.qwest.com/wholesale/results">www.qwest.com/wholesale/results</a> ). Qwest may add USOCs to the list, delete grand-fathered/ discontinued or obsolete USOCs, or update USOCs assigned to listed descriptions by providing notice in the monthly Summary of Notes and updating the list.
<b>LS</b>	ECCKT	Exchange Company Circuit ID	Applies to LSRs with ACT = C (only when NC code has not changed, M, or T).  ECCKT field on the LS form compared to the CLS field in the Service and Equipment section of the Service Order.

**PO-20 (Expanded) – Manual Service Order Accuracy (continued)**

<b>LSR-Service Order Fields Evaluated</b>			
<b>Mechanized comparison of the fields from the Service Order to the LSR:</b>			
<b>Form</b>	<b>LSR Field Code</b>	<b>LSR Field Name</b>	<b>Remarks/Service Order Field:</b>
<b>LS/ LSNP</b>	CFA	Connecting Facility Assignment	CFA field on the LS or LSNP forms compared to the CFA field used in CKL1 of the Service Order. (Verbal acceptance of CFA changes will be FOC'd and PIA'd, which will account for the mismatch and eliminate it as an error in the PO-20 calculation.
<b>DL – Directory Listings form (Evaluated only for Local Main Listings)</b>	LTY	Listing Type	<p>LTY = 1 (Listed – appears in DA and the directory.) Validate that there is a LN in the List section of the Service Order.</p> <p>LTY = 2 (Non Listed – appears only in DA.) Validate that there is non listing instructions in the LN field in the List section of the Service Order.</p> <p><b>Central/Western Region:</b> Validate that the left handed field is NLST and (NON-LIST) is contained in the NLST data field in the List section of the Service order.</p> <p><b>Eastern Region:</b> Validate that the left handed field is NL and (NON LIST) is contained in the NL data field in the List section of the Service Order.</p> <p>LTY = 3 (Non Pub - does not appear in the directory and telephone number does not appear in DA.) Validate that there is non published instructions in the LN field in the List section of the Service Order.</p> <p><b>Central/Western Regions:</b> Validate that the left handed field is NP and (NON-PUB) is contained in the NP data field in the List section of the Service Order.</p> <p><b>Eastern Region:</b> Validate that the left handed field is NP and (NP LODA) or (NP NODA) is contained in the NP data field in the List section of the Service Order.</p>
	TOA	Type of Account	<p>Validate TOA entries (only reviewed when BRO field on DL form is not populated):</p> <ul style="list-style-type: none"> <li>• TOA valid entries are B or RP Validate that there is a semi colon (;) within the LN in the List section of the Service Order.</li> <li>• TOA valid entries are R or BP Validate that there is a comma (,) within the LN in the List section of the Service Order.</li> </ul> <p><b>Exception:</b> When LSR-TOS = 3, TOA review is Not Applicable. Handled by Complex Listing Group. Requires separate Service Order.</p>
	DML	Direct Mail List	DML field = O on DL form; Service Order LN contains (OCLS).
	NOSL	No Solicitation Indicator	<b>Arizona Only</b> NOSL field = Y on DL form; Service Order LN contains (NSOL) (OCLS).
	TMKT	Telemarketing	<b>Colorado Only</b> TMKT field = O on DL form; Service Order LN contains (OATD). When both the DML and the TMKT fields are populated, DML validation applies.
	LNLN and LNFN	Listed Name	LNLN and LNFN fields on DL form compared to the LN field in the List section of the Service Order.

**PO-20 (Expanded) – Manual Service Order Accuracy (continued)**

<b>LSR-Service Order Fields Evaluated</b>			
<b>Mechanized comparison of the fields from the Service Order to the LSR:</b>			
<b>Form</b>	<b>LSR Field Code</b>	<b>LSR Field Name</b>	<b>Remarks/Service Order Field:</b>
	ADI	Address Indicator	ADI = O on DL form; Service Order LA contains (OAD).
	LAPR	Listed Address Number Prefix	LAPR field of the Listing form compared to LA in the List section of the Service Order.
	LANO	Listed Address Number	LANO field of the Listing form compared to LA in the List section of the Service Order.
	LASF	Listed Address Number Suffix	LASF field of the Listing form compared to LA in the List section of the Service Order.
	LASD	Listed Address Street Directional	LASD field of the Listing form compared to LA in the List section of the Service Order.
	LASN	Listed Address Street Name	LASN field of the Listing form compared to LA in the List section of the Service Order.
	LATH	Listed Address Street Type	LATH field of the Listing form compared to LA in the List section of the Service Order.
	LASS	Listed Address Street Directional Suffix	LASS field of the Listing form compared to LA in the List section of the Service Order.
	LALOC	Listed Address Locality	LALOC field of the Listing form compared to LA in the List section of the Service Order.
<b>LSR</b>	DSPTCH	Dispatch	Limited to Unbundled Loops where ACT = Z or V only. If DSPTCH field on the LSR form = Y, validate dispatch USOC in the Service and Equipment section of the Service Order.
<b>Centrex</b>	LTC	Line Treatment Code	Applies only to Centrex 21 LTC field numeric value on the Centrex form compared to the data following the CAT field for the Line USOC on the Service Order.
	COS	Class of Service – Qwest Specific	Applies only to Centrex 21. COS field of the Centrex form compared to the CS field in the ID section of the Service Order.
<b>Resale or Centrex</b>	FEATURE DETAILS	Feature Details	As specified in Appendix A of the 14 State Working PID. Comparison would be based on the fields associated with the USOC list referenced under Feature Activity above.

**PO-20 (Expanded) – Manual Service Order Accuracy (continued)**

<b>LSR-Service Order Fields Evaluated</b>			
<b>Mechanized comparison of the fields from the Service Order to the LSR:</b>			
<b>Form</b>	<b>LSR Field Code</b>	<b>LSR Field Name</b>	<b>Remarks/Service Order Field:</b>
<b>Resale or Centrex</b>	BLOCK (Stage 1)	Blocking Type	<p>For each LNUM provided in the Service Detail section of the Resale or Centrex form when BA = E:                      Note: The BLOCK field may have one or more alpha and/or numeric values per LNUM. This review will only validate based on BA/BLOCK fields and will not address blocking information provided in the "Remark" section on the LSR or the Feature Detail section of the LSR. The values listed below will be considered as follows:</p> <p>If BLOCK contains A, validate FID TBE A is present on the service order floated behind line USOC associated with the TNS for that LNUM.</p> <p>If BLOCK contains B, validate FID TBE B is present on the service order floated behind line USOC associated with the TNS for that LNUM.</p> <p>If BLOCK contains C, validate FID TBE C is present on the service order floated behind line USOC associated with the TNS for that LNUM.</p> <p>If BLOCK contains H, validate FID BLKD is present on the service order floated behind line USOC associated with the TNS for that LNUM.</p>
<b>LSR</b>	DFDT	Desired Frame Due Time	<p>Applicable only to orders for Resale and UNE-P (POTS and Centrex 21)                      DFDT field on the LSR form compared to the FDT field in the Extended ID section of the Service Order.</p>
	DDD	Desired Due Date	<p>DDD field from the last FOC'd LSR compared to the original or last subsequent due date in the Extended ID section on the Service Order when no CFLAG/PIA is present on the FOC. (i.e. Evaluation includes recognition of valid differences between DDD and Service Order based on population of the CFLAG/PIA field on the LSRC (FOC))</p>
<b>DL – Directory Listings form (Evaluated only for Local Main Listings)</b>	LTN	Listed Telephone Number	<p>For Resale and UNE-P (POTS and Centrex 21):                      LTN field on the Listing form compared to the Main Account Number of the Service Order.</p> <p>For Unbundled Loop: LTN field on the Listing form compared to the TN floated after the LN in the Listing section of the Service Order.</p>
	LNPL	Letter Name Placement	<p>LNPL field on the Listing form = L, validate that LN on the Service Order follows letter placement versus word placement.</p>

## Ordering and Provisioning

### OP-2 – Calls Answered within Twenty Seconds – Interconnect Provisioning Center

<b>Purpose:</b> Evaluates the timeliness of CLEC access to Qwest’s interconnection provisioning center(s) and retail customer access to the Business Office, focusing on the extent calls are answered within 20 seconds.	
<b>Description:</b> Measures the percentage of (Interconnection Provisioning Center or Retail Business Office) calls that are answered by an agent within 20 seconds of the first ring. <ul style="list-style-type: none"> <li>• Includes all calls to the Interconnect Provisioning Center/Retail Business Office during the reporting period, subject to exclusions specified below.</li> <li>• Abandoned calls and busy calls are counted as calls which are not answered within 20 seconds.</li> <li>• First ring is defined as when the customer’s call is first placed in queue by the ACD (Automatic Call Distributor).</li> <li>• Answer is defined as when the call is first picked up by the Qwest agent.</li> </ul>	
<b>Reporting Period:</b> One month	<b>Unit of Measure:</b> Percent
<b>Reporting Comparisons:</b> CLEC aggregate and Qwest Retail results	<b>Disaggregation Reporting:</b> Region-wide level.
<b>Formula:</b> $[(\text{Total Calls Answered by Center within 20 seconds}) \div (\text{Total Calls received by Center})] \times 100$	
<b>Exclusions:</b> Time spent in the VRU Voice Response Unit is not counted.	
<b>Product Reporting:</b> Not applicable	<b>Standard:</b> Parity
<b>Availability:</b>  Available	<b>Notes:</b>

### OP-3 – Installation Commitments Met

<p><b>Purpose:</b> Evaluates the extent to which Qwest installs services for Customers by the scheduled due date.</p>	
<p><b>Description:</b> Measures the percentage of orders for which the scheduled due date is met.</p> <ul style="list-style-type: none"> <li>All inward orders (Change, New, and Transfer order types) assigned a due date by Qwest and which are completed/closed during the reporting period are measured, subject to exclusions specified below. Change order types included in this measurement consist of all C orders representing <a href="#">inward activity</a>. Also included are orders with customer-requested due dates longer than the standard interval.</li> <li>Completion date on or before the Applicable Due Date recorded by Qwest is counted as a met due date. The Applicable Due Date is the original due date or, if changed or delayed by the customer, the most recently revised due date, subject to the following: If Qwest changes a due date for Qwest reasons, the Applicable Due Date is the customer-initiated due date, if any, that is (a) subsequent to the original due date and (b) prior to a Qwest-initiated, changed due date, if any.</li> </ul>	
<p><b>Reporting Period:</b> One month</p>	<p><b>Unit of Measure:</b> Percent</p>
<p><b>Reporting Comparisons:</b> CLEC aggregate, individual CLEC and Qwest Retail results</p>	<p><b>Disaggregation Reporting:</b> Statewide level.</p> <ul style="list-style-type: none"> <li>Results for product/services listed in Product Reporting under "<a href="#">MSA-Type Disaggregation</a>" will be reported according to orders involving: <ul style="list-style-type: none"> <li>OP-3A Dispatches within MSAs;</li> <li>OP-3B Dispatches outside MSAs; and</li> <li>OP-3C No dispatches.</li> </ul> </li> <li>Results for products/services listed in Product Reporting under "Zone-type Disaggregation" will be disaggregated according to installations: <ul style="list-style-type: none"> <li>OP-3D In <a href="#">Interval Zone 1</a> areas; and</li> <li>OP-3E In <a href="#">Interval Zone 2</a> areas.</li> </ul> </li> </ul>
<p><b>Formula:</b>  <math display="block">\left[ \frac{\text{Total Orders completed in the reporting period on or before the Applicable Due Date}}{\text{Total Orders Completed in the Reporting Period}} \right] \times 100</math></p>	
<p><b>Exclusions:</b></p> <ul style="list-style-type: none"> <li>Disconnect, From (another form of disconnect) and Record order types.</li> <li>Due dates missed for standard categories of customer and non-Qwest reasons. Standard categories of customer reasons are: previous service at the location did not have a customer-requested disconnect order issued, no access to customer premises, and customer hold for payment. Standard categories of non-Qwest reasons are: Weather, Disaster, and Work Stoppage.</li> <li>Records involving official company services.</li> <li>Records with invalid due dates or <a href="#">application dates</a>.</li> <li>Records with invalid completion dates.</li> <li>Records with invalid product codes.</li> <li>Records missing data essential to the calculation of the measurement per the PID.</li> </ul>	



### OP – 3 Installation Commitments Met (continued)

<b>Product Reporting:</b>	<b>Standards:</b>
<b><u>MSA-Type Disaggregation -</u></b>	
• Resale	
Residential single line service	Parity with retail service
Business single line service	Parity with retail service
Centrex	Parity with retail service
Centrex 21	Parity with retail service
DS0 (non-designed provisioning)	Parity with retail service
PBX Trunks (non-designed provisioning)	Parity with retail service
Primary ISDN (non-designed provisioning)	Parity with retail service
Basic ISDN (non-designed provisioning)	Parity with retail service
• Unbundled Network Element – Platform (UNE-P) (POTS)	Parity with like retail service
• Unbundled Network Element – Platform (UNE-P) (Centrex 21 )	Parity with retail Centrex 21
• Unbundled Network Element – Platform (UNE-P) (Centrex )	Parity with retail Centrex
• Line Splitting	95%
• Loop Splitting <sup>NOTE 1</sup>	Diagnostic
• Line Sharing	95%
• Sub-Loop Unbundling	<b>CO: 90%</b>
	<b>All Other States: Diagnostic</b>
<b><u>Zone-Type Disaggregation -</u></b>	
• Resale	
Primary ISDN (designed provisioning)	Parity with retail service
Basic ISDN (designed provisioning)	Parity with retail service
DS0 (designed provisioning)	Parity with retail service
DS1	Parity with retail service
PBX Trunks (designed provisioning)	Parity with retail service
DS3 and higher bit-rate services (aggregate)	Parity with retail service
Frame Relay	Parity with retail service
• LIS Trunks	Parity with Feature Group D (aggregate)
• Unbundled Dedicated Interoffice Transport (UDIT)	
UDIT – DS1 level	Parity with retail DS1 Private Line
UDIT – Above DS1 level	Parity with retail Private Lines above DS1 level
Dark Fiber – IOF	Diagnostic
• Unbundled Loops:	
Analog Loop	90%
Non-loaded Loop (2-wire)	90%
Non-loaded Loop (4-wire)	Parity with retail DS1 Private Line
DS1-capable Loop	Parity with retail DS1 Private Line
xDSL-I capable Loop	90%
ISDN-capable Loop	Parity with retail ISDN BRI (designed)
ADSL-qualified Loop	90%
Loop types of DS3 and higher bit-rates (aggregate)	Parity with retail DS3 and higher bit-rate Private Line services (aggregate)
Dark Fiber – Loop	Diagnostic
Loops with Conditioning	90%
• E911/911 Trunks	Parity with retail E911/911 Trunks

**OP – 3 Installation Commitments Met (continued)**

<ul style="list-style-type: none"> <li>Enhanced Extended Loops (EELs) – (DS0 level)</li> </ul>	<b>WA:</b> 90%
	<b>All Other States:</b> Diagnostic
<ul style="list-style-type: none"> <li>Enhanced Extended Loops (EELs) – (DS1 level)</li> </ul>	90%
<ul style="list-style-type: none"> <li>Enhanced Extended Loops (EELs) – (DS3 level)</li> </ul>	<b>WA:</b> 90%
	<b>All Other States:</b> Diagnostic
<b>Availability:</b> Available	<b>Notes:</b> 1. Reporting will begin at the time CLECs order the product, in any quantity, for three consecutive months.

## OP-4 – Installation Interval

<p><b>Purpose:</b> Evaluates the timeliness of Qwest's installation of services for customers, focusing on the average time to install service.</p>	
<p><b>Description:</b> Measures the average interval (in <a href="#">business days</a>)<sup>NOTE 1</sup> between the <a href="#">application date</a> and the completion date for service orders accepted and implemented.</p> <ul style="list-style-type: none"> <li>• Includes all inward orders (Change, New, and Transfer order types) assigned a due date by Qwest and which are completed/closed during the reporting period, subject to exclusions specified below. Change order types for additional lines consist of all C orders representing <a href="#">inward activity</a>.</li> <li>• Intervals for each measured event are counted in whole days: the application date is day zero (0); the day following the application date is day one (1).</li> <li>• The Applicable Due Date is the original due date or, if changed or delayed by the customer, the most recently revised due date, subject to the following: If Qwest changes a due date for Qwest reasons, the Applicable Due Date is the customer-initiated due date, if any, that is (a) subsequent to the original due date and (b) prior to a Qwest-initiated, changed due date, if any.<sup>NOTE 2</sup></li> <li>• Time intervals associated with customer-initiated due date changes or delays occurring after the Applicable Due Date, as applied in the formula below, are calculated by subtracting the latest Qwest-initiated due date, if any, following the Applicable Due Date, from the subsequent customer-initiated due date, if any.<sup>NOTE 2</sup></li> </ul>	
<p><b>Reporting Period:</b> One month</p>	<p><b>Unit of Measure:</b> Average Business Days</p>
<p><b>Reporting Comparisons:</b> CLEC aggregate, individual CLEC and Qwest Retail results</p>	<p><b>Disaggregation Reporting:</b> Statewide level.</p> <ul style="list-style-type: none"> <li>• Results for product/services listed in Product Reporting under "<a href="#">MSA</a>-Type Disaggregation" will be reported according to orders involving: OP-4A Dispatches within MSAs; OP-4B Dispatches outside MSAs; and OP-4C No dispatches.</li> <li>• Results for products/services listed in Product Reporting under "Zone-type Disaggregation" will be disaggregated according to installations: OP-4D In <a href="#">Interval Zone 1</a> areas; and OP-4E In <a href="#">Interval Zone 2</a> areas.</li> </ul>
<p><b>Formula:</b>  <math display="block">\frac{\sum[(\text{Order Completion Date}) - (\text{Order Application Date}) - (\text{Time interval between the Original Due Date and the Applicable Date}) - (\text{Time intervals associated with customer-initiated due date changes or delays occurring after the Applicable Due Date})]}{\text{Total Number of Orders Completed in the reporting period}}</math> </p> <p><b>Explanation:</b> The average installation interval is derived by dividing the sum of installation intervals for all orders (in business days)<sup>NOTE 1</sup> by total number of service orders completed in the reporting period.</p>	
<p><b>Exclusions:</b></p> <ul style="list-style-type: none"> <li>• Orders with customer requested due dates greater than the current standard interval.</li> <li>• Disconnect, From (another form of disconnect) and Record order types.</li> <li>• Records involving official company services.</li> <li>• Records with invalid due dates or application dates.</li> <li>• Records with invalid completion dates.</li> <li>• Records with invalid product codes.</li> <li>• Records missing data essential to the calculation of the measurement per the PID.</li> </ul>	

## OP-4 – Installation Interval (continued)

Product Reporting:	Standards:
<b>MSA-Type Disaggregation -</b>	
• Resale	
Residential single line service	Parity with retail service
Business single line service	Parity with retail service
Centrex	Parity with retail service
Centrex 21	Parity with retail service
DS0 (non-designed provisioning)	Parity with retail service
PBX Trunks (non-designed provisioning)	Parity with retail service
Primary ISDN (non-designed provisioning)	Parity with retail service
Basic ISDN (non-designed provisioning)	Parity with retail service
• Unbundled Network Element – Platform (UNE-P) (POTS)	Parity with like retail service
• Unbundled Network Element – Platform (UNE-P) (Centrex 21 )	Parity with retail Centrex 21
• Unbundled Network Element – Platform (UNE-P) (Centrex)	Parity with retail Centrex
• Line Splitting	3.3 days
• Loop Splitting <sup>NOTE 3</sup>	Diagnostic
• Line Sharing	3.3 days
• Sub-Loop Unbundling	<b>CO:</b> 6 days
	<b>All Other States:</b> Diagnostic
<b>Zone-Type Disaggregation -</b>	
• Resale	
Primary ISDN (designed provisioning)	Parity with retail service
Basic ISDN(designed provisioning)	Parity with retail service
DS0 (designed provisioning)	Parity with retail service
DS1	Parity with retail service
PBX Trunks (designed provisioning)	Parity with retail service
DS3 and higher bit-rate services (aggregate)	Parity with retail service
Frame Relay	Parity with retail service
• LIS Trunks	Parity with Feature Group D (aggregate)
• Unbundled Dedicated Interoffice Transport (UDIT)	
UDIT – DS1 level	Parity with DS1 Private Line Service
UDIT – Above DS1 level	Parity with Private Lines above DS1 level
Dark Fiber – IOF	Diagnostic
• Unbundled Loops:	
Analog Loop	6 days
Non-loaded Loop (2-wire)	6 days
Non-loaded Loop (4-wire)	Parity with retail DS1 Private Line
DS1-capable Loop	<b>Idaho, Iowa, Montana, Nebraska, North Dakota, Oregon, Wyoming:</b> Parity with retail DS1 Private Line
	<b>Arizona, Colorado, Minnesota, New Mexico, South Dakota, Utah, Washington:</b> 5.5 days
xDSL-I capable Loop	6 days
ISDN-capable Loop	Parity with retail ISDN BRI (designed)
ADSL-qualified Loop	6 days
Loop types of DS3 and higher bit-rates (aggregate)	Parity with retail DS3 and higher bit-rate services (aggregate)
Dark Fiber – Loop	Diagnostic
Loops with Conditioning	15 days

**OP-4 – Installation Interval (continued)**

<ul style="list-style-type: none"> <li>• E911/911 Trunks</li> </ul>	Parity with retail E911/911 Trunks
<ul style="list-style-type: none"> <li>• Enhanced Extended Loops (EELs) – (DS0 level)</li> </ul>	Diagnostic
<ul style="list-style-type: none"> <li>• Enhanced Extended Loops (EELs) – (DS1 level)</li> </ul>	6 days
<ul style="list-style-type: none"> <li>• Enhanced Extended Loops (EELs) – (DS3 level)</li> </ul>	Diagnostic
<p><b>Availability:</b> Available</p>	<p><b>Notes:</b></p> <ol style="list-style-type: none"> <li>1. For OP-4C, Saturday is counted as a business day for all orders for Resale Residence, Resale Business, and UNE-P (POTS), as well as for the retail analogues specified above as standards. For all other products under OP-4C and for all products under OP-4A, -4B, -4D, and -4E. Saturday is counted as a business day when the service order is due or completed on Saturday.</li> <li>2. According to this definition, the Applicable Due Date can change, per successive customer-initiated due date changes or delays, up to the point when a Qwest-initiated due date change occurs. At that point, the Applicable Due Date becomes fixed (i.e., with no further changes) as the date on which it was set prior to the first Qwest-initiated due date change, if any. Following the first Qwest-initiated due date change, any further customer-initiated due date changes or delays are measured as time intervals that are subtracted as indicated in the formula. These delay time intervals are calculated as stated in the description. (Though infrequent, in cases where multiple Qwest-initiated due date changes occur, the stated method for calculating delay intervals is applied to each pair of Qwest-initiated due date change and subsequent customer-initiated due date change or delay. The intervals thus calculated from each pairing of Qwest and customer-initiated due dates are summed and then subtracted as indicated in the formula.) The result of this approach is that Qwest-initiated impacts on intervals are counted in the reported interval, and customer-initiated impacts on intervals are not counted in the reported interval.</li> <li>3. Reporting will begin at the time CLECs order the product, in any quantity, for three consecutive months.</li> </ol>

## OP-5 – New Service Quality

### **Purpose:**

Evaluates the quality of ordering and installing new services (inward line service orders), focusing on the percentage of newly-installed service orders that are free of CLEC/customer-initiated trouble reports during the provisioning process and within 30 calendar days following installation completion, and focusing on the quality of Qwest's resolution of such conditions with respect to multiple reports.

### **Description:**

Measures two components of new service provisioning quality (OP-5A and -5B) and also reports a combined result (OP-5T), as described below, each as a percentage of all inward line service orders completed in the reporting period that are free of CLEC/customer-reported provisioning and repair trouble reports, as described below. Also measures the percentage of all provisioning and repair trouble reports that constitute multiple trouble reports for the affected service orders. (OP-5R)

- Orders for new services considered in calculating all components of this performance indicator are all inward line service orders completed in the reporting period, including Change (C-type) orders for additional lines/circuits, subject to exclusions shown below. Change order types considered in these measurements consist of all C orders representing [inward activity](#).<sup>NOTE 1</sup>
- Orders for new service installations include conversions (Retail to CLEC, CLEC to CLEC, and same CLEC converting between products).
- Provisioning or repair trouble reports include both out of service and other service affecting conditions, such as features on a line that are missing or do not function properly upon conversion, subject to exclusions shown below.

### **OP-5A: New Service Installation Quality Reported to Repair**

- Measures the percentage of inward line service orders that are free of repair trouble reports<sup>NOTE 2</sup> within 30 calendar days of installation completion, subject to exclusions below.
- Repair trouble reports are defined as CLEC/customer notifications to Qwest of out-of-service and other service affecting conditions for which Qwest opens repair tickets in its maintenance and repair management and tracking systems<sup>NOTE 3</sup> that are closed in the reporting period or the following month,<sup>NOTE 4</sup> subject to exclusions shown below.<sup>NOTE 5</sup>
- Qwest is able to open repair tickets for repair trouble reports received from CLECs/customers once the service order is completed in Qwest's systems.

### **OP-5B: New Service Provisioning Quality**

- Measures the percentage of inward line service orders that are free of provisioning trouble reports during the provisioning process and within 30 calendar days of installation completion, subject to exclusions shown below.
- Provisioning trouble reports are defined as CLEC notifications to Qwest of out of service or other service affecting conditions that are attributable to provisioning activities, including but not limited to LSR/service order mismatches and conversion outages. For provisioning trouble reports, Qwest creates call center tickets in its call center database. Subject to exclusions shown below, call center tickets closed in the reporting period or the following month<sup>NOTE 4</sup> are captured in this measurement. Call center tickets closed to Network reasons will not be counted in OP-5B when a repair trouble report for that order is captured in OP-5A.<sup>NOTE 5, 6</sup>

### **OP-5T: New Service Installation Quality Total**

- Measures the percentage of inward line service orders that are free of repair or provisioning trouble reports during the provisioning process and within 30 calendar days of installation completion, subject to exclusion shown below.

### **OP-5R: New Service Quality Multiple Report Rate**

- Evaluates the quality of Qwest's responses to repair and provisioning trouble reports for inward line service orders completed in the reporting period. This measurement reports, for those service orders that were *not* free of repair or provisioning trouble reports in OP-5A or OP-5B, the percentage of trouble reports affecting the same service orders that were followed by additional repair and provisioning trouble reports, as specified below.
- Measures the percentage of all repair and provisioning trouble reports considered in OP-5A and OP-5B that are additional repair or provisioning trouble reports received by Qwest for the same service order during the provisioning process or within 30 calendar days following installation

## OP- 5 – New Service Quality (continued)

<p>completion.</p> <ul style="list-style-type: none"> <li>Additional repair or provisioning trouble reports are defined as all such reports that are received following the first report (whether the first report is represented by a call center ticket or a repair ticket) relating to the same service order during the provisioning process or within 30 calendar days following installation completion. In all cases, the trouble reports counted are those that are defined for OP-5A and OP-5B above. <sup>NOTE 7</sup></li> </ul>	
<p><b>Reporting Period:</b> One month, reported in arrears (i.e., results first appear in reports one month later than results for measurements that are not reported in arrears), in order to cover the 30-day period following installation.</p>	<p><b>Unit of Measure:</b> Percent</p>
<p><b>Reporting Comparisons:</b> CLEC aggregate, individual CLEC and Qwest Retail results</p>	<p><b>Disaggregation Reporting:</b> Statewide level</p>
<p><b>Formulas:</b></p> <p><b>OP-5A</b> = (Number inward line service orders completed in the reporting period – Number of inward line service orders with any <u>repair trouble reports</u> as specified above) ÷ (Number of inward line service orders completed in the reporting period) x 100</p> <p><b>OP-5B</b> = (Number of inward line service orders completed in the reporting period – Number of inward line service orders with any <u>provisioning trouble reports</u> as specified above) ÷ (Number of inward line service orders completed in the reporting period) x 100</p> <p><b>OP-5T</b> = (([Number of inward line service orders completed in the reporting period] – Number of inward line service orders with <u>repair or provisioning trouble reports as defined above under OP-5A or OP-5B</u>, as applicable) ÷ (Number of inward line service orders completed in the reporting period) x 100</p> <p><b>OP-5R</b> = (Number of all repair and provisioning trouble reports, relating to inward line service orders closed in the reporting period as defined above under OP-5A or OP-5B, that constitute additional repair and provisioning trouble reports, within 30 calendar days following the installation date ÷ Number of all repair and provisioning trouble reports relating to inward line service orders closed in the reporting period, as defined above under OP-5A or OP-5B) x 100</p>	
<p><b>Exclusions:</b></p> <p><u>Applicable to OP-5A, OP-5T and OP-5R:</u></p> <ul style="list-style-type: none"> <li>Repair trouble reports attributable to CLEC or coded to non-Qwest reasons as follows: <ul style="list-style-type: none"> <li>For products measured from MTAS data, repair trouble reports coded to disposition codes for: <ul style="list-style-type: none"> <li>Customer Action; Non-Telco Plant; Trouble Beyond the Network Interface; and Miscellaneous – Non-Dispatch, non-Qwest (includes CPE, Customer Instruction, Carrier, Alternate Provider); and Reports from other than the CLEC/customer that result in a charge if dispatched.</li> </ul> </li> <li>For products measured from WFA (Workforce Administration) data, repair reports coded to codes for: <ul style="list-style-type: none"> <li>Carrier Action (IEC); Customer Provided Equipment (CPE); Commercial power failure; Customer requested service order activity; and Other non-Qwest.</li> </ul> </li> <li>Repair reports coded to disposition codes for referral to another department (i.e., for non-repair ticket resolutions of non-installation-related problems, except cable cuts, which are not excluded).</li> </ul> </li> </ul> <p><u>Applicable to OP-5B, OP-5T and OP-5R only:</u></p> <ul style="list-style-type: none"> <li>Provisioning trouble reports attributable to CLEC or non-Qwest causes.</li> <li>Call center tickets relating to activities that occur as part of the normal process of conversion (i.e., while Qwest is actively and properly engaged in process of converting or installing the service). Provisioning trouble reports involving service orders that, at the time of the calls, have fallen out for manual handling and been disassociated from the related service order, as applicable, will be considered as not in the normal process of conversion and will not be excluded.</li> </ul> <p><u>Applicable to OP-5A, OP-5B, OP-5T and OP-5R:</u></p> <ul style="list-style-type: none"> <li>Repair or provisioning trouble reports related to service orders captured as misses under measurements OP-13 (Coordinated Cuts Timeliness) or OP-17 (LNP Timeliness).</li> <li>Subsequent repair or provisioning trouble reports of any trouble on the installed service before the original repair or provisioning trouble report is closed.</li> <li>Service orders closed in the reporting period with App Dates earlier than eight months prior to the</li> </ul>	

## OP- 5 – New Service Quality (continued)

beginning of the reporting period.

- Information tickets generated for internal Qwest system/network monitoring purposes.
- Disconnect, From (another form of disconnect) and Record order types. When out of service or service affecting problems are reported to the call center on conversion and move requests, the resulting call center ticket will be included in the calculation of the numerator in association with the related inward order type even when the call center ticket reflects the problem was caused by the Disconnect or From order.
- Records involving official Qwest company services.

Records missing data essential to the calculation of the measurement as defined herein.

### Product Reporting Categories:

- As specified below – one percentage result reported for each bulleted category under the sub-measurements shown.

### Standards:

- OP-5A:** Parity with retail service
- OP-5B:** 96.5%
- OP-5T:** Diagnostic
- OP-5R:** Diagnostic for six months following first reporting.  
Possible standard (TBD)

(Where parity comparisons involve multiple service varieties in a product category, weighting based on the retail analogue volumes may be used if necessary to create a comparison that is not affected by different proportions of wholesale and retail analogue volumes in the same reporting category.)



## OP- 5 – New Service Quality (continued)

Product Reporting:		Standards:		
Reported under OP-5A, OP-5B, OP-5T and OP-5R:				
		<u>OP-5A</u>	<u>OP-5B</u>	<u>OP-5T &amp; OP-5R</u>
<b>Resale</b>				
Residential single line service	Parity with retail service	96.5%		Diagnostic
Business single line service	Parity with retail service	96.5%		Diagnostic
Centrex	Parity with retail service	96.5%		Diagnostic
Centrex 21	Parity with retail service	96.5%		Diagnostic
PBX Trunks	Parity with retail service	96.5%		Diagnostic
Basic ISDN	Parity with retail service	96.5%		Diagnostic
Primary ISDN	Parity with retail service	96.5%		Diagnostic
DS0	Parity with retail service	96.5%		Diagnostic
DS1	Parity with retail service	96.5%		Diagnostic
DS3 and higher bit-rate services (aggregate)	Parity with retail service	96.5%		Diagnostic
Frame Relay	Parity with retail service	Diagnostic		Diagnostic
<ul style="list-style-type: none"> <li>Unbundled Network Element – Platform (UNE-P) (POTS)</li> </ul>	Parity with like retail service	96.5%		Diagnostic
<ul style="list-style-type: none"> <li>Unbundled Network Element – Platform (UNE-P) (Centrex 21 )</li> </ul>	Parity with retail Centrex 21	96.5%		Diagnostic
<ul style="list-style-type: none"> <li>Unbundled Network Element – Platform (UNE-P) (Centrex)</li> </ul>	Parity with retail Centrex	96.5%		Diagnostic
Line Splitting	Parity with retail RES & BUS POTS	96.5%		Diagnostic
Loop Splitting <sup>NOTE 8</sup>	Diagnostic	Diagnostic		Diagnostic
Line Sharing	Parity with retail RES & BUS POTS	96.5%		Diagnostic
Sub-Loop Unbundling	Diagnostic	Diagnostic		Diagnostic
<b>Unbundled Loops:</b>				
Analog Loop	Parity with retail Res & Bus POTS with dispatch	96.5%		Diagnostic
Non-loaded Loop (2-wire)	Parity with retail ISDN BRI (designed)	96.5%		Diagnostic
Non-loaded Loop (4-wire)	Parity with retail DS1	96.5%		Diagnostic
DS1-capable Loop	Parity with retail DS1	96.5%		Diagnostic
xDSL-I capable Loop	Parity with retail DS1 Private Line	96.5%		Diagnostic
ISDN-capable Loop	Parity with retail ISDN BRI (designed)	96.5%		Diagnostic
ADSL-qualified Loop	Parity with retail ISDN BRI (designed)	96.5%		Diagnostic
Loop types of DS3 and higher bit-rates (aggregate)	Parity with retail DS3 and higher bit-rate services (aggregate)	96.5%		Diagnostic
Dark Fiber - Loop	Diagnostic	Diagnostic		Diagnostic

## OP- 5 – New Service Quality (continued)

• Enhanced Extended Loops (EELs) – (DS0 level)	Diagnostic until volume criteria are met	96.5%	Diagnostic
• Enhanced Extended Loops (EELs) – (DS1 level)	Parity with retail DS1 Private Line	96.5%	Diagnostic
• Enhanced Extended Loops (EELs) – (above DS1 level)	Diagnostic until volume criteria are met	96.5%	Diagnostic
<b>Reported under OP-5A and under OP-5R (per OP-5A specifications):</b>			
	<b>OP-5A</b>	<b>OP-5R</b>	
• LIS Trunks	Parity with Feature Group D (aggregate)	Diagnostic	
Unbundled Dedicated Interoffice Transport (UDIT)			
UDIT (DS1 Level )	Parity with Retail Private Lines (DS1)	Diagnostic	
UDIT (Above DS1 Level)	Parity with Retail Private Lines (Above DS1 level)	Diagnostic	
Dark Fiber - IOF	Diagnostic	Diagnostic	
• E911/911 Trunks	Parity with Retail E911/911 Trunks	Diagnostic	
<b>Availability:</b>  Available	<b>Notes:</b> <ol style="list-style-type: none"> <li>1. The specified Change order types representing inward activity exclude Change orders that do not involve installation of lines (in both wholesale and retail results). Specifically this measurement does not include changes to existing lines, such as number changes and PIC changes.</li> <li>2. Including consideration of repeat repair trouble reports (i.e., additional reports of trouble related to the same newly-installed line/circuit that are received after the preceding repair report is closed and within 30 days following installation completion) to complete the determination of whether the newly-installed line/circuit was trouble free within 30 days of installation.</li> <li>3. Qwest's repair management and tracking systems consist of WFA (Work Force Administration), MTAS (Maintenance Tracking and Administration System), and successor repair systems, if any, as applicable to obtain the repair report data for this measurement. Not included are Call Center Database systems supporting call centers in logging calls from customers regarding problems or other inquiries (see OP-5B and OP-5T).</li> <li>4. The "following month" includes also the period of a few <a href="#">business days</a> (typically four or five) afterward, up to the time when Qwest pulls the repair data to begin processing results for this measurement.</li> <li>5. Includes repair and provisioning trouble reports generated by new processes that supersede or supplement existing processes for submitting repair and provisioning trouble reports as specified in Qwest's documented or agreed upon procedures.</li> <li>6. For purposes of calculating OP-5B, a call center ticket for multiple orders with provisioning trouble reports will result in all orders reporting trouble counting as a miss in OP-5B. If a repair trouble report(s) is received for the same orders, the number of orders counted as a miss in OP-5B for Network reasons will be reduced by the number of orders with repair troubles counted as a miss in OP-5A.</li> <li>7. OP-5R will be counted on a per ticket basis.</li> <li>8. Reporting will begin at the time CLECs order the product, in any quantity, for three consecutive months.</li> </ol>		

## OP-6 – Delayed Days

### Purpose:

Evaluates the extent Qwest is late in installing services for customers, focusing on the average number of days that late orders are completed beyond the committed due date.

### Description:

OP-6A – Measures the average number of [business days](#) <sup>NOTE 1</sup> that service is delayed beyond the Applicable Due Date for non-facility reasons attributed to Qwest.

- Includes all inward orders (Change, New, and Transfer order types) that are completed/closed during the reporting period, later, due to non-facility reasons, than the Applicable Due Date recorded by Qwest, subject to exclusions specified below.

OP-6B – Measures the average number of business days <sup>NOTE 1</sup> that service is delayed beyond the Applicable Due Date for facility reasons attributed to Qwest.

- Includes all inward orders (Change, New, and Transfer order types) that are completed/closed during the reporting period later due to facility reasons than the original due date recorded by Qwest, subject to exclusions specified below.

### For both OP-6A and OP-6B:

- Change order types for additional lines consist of “C” orders representing [inward activity](#).
- The Applicable Due Date is the original due date or, if changed or delayed by the customer, the most recently revised due date, subject to the following: If Qwest changes a due date for Qwest reasons, the Applicable Due Date is the customer-initiated due date, if any, that is (a) subsequent to the original due date and (b) prior to a Qwest-initiated, changed due date, if any. <sup>NOTE 2</sup>
- Time intervals associated with customer-initiated due date changes or delays occurring after the Applicable Due Date, as applied in the formula below, are calculated by subtracting the latest Qwest-initiated due date, if any, following the Applicable Due Date, from the subsequent customer-initiated due date, if any. <sup>NOTE 2</sup>

**Reporting Period:** One month

**Unit of Measure:** Average Business Days

### Reporting Comparisons:

CLEC aggregate, individual CLEC and Qwest Retail results

### Disaggregation Reporting:

- Statewide level.
- Results for products/services listed under Product Reporting under “[MSA-type Disaggregation](#)” will be reported for OP-6A and OP-6B according to orders involving:
    1. Dispatches within MSAs;
    2. Dispatches outside MSAs; and
    3. No dispatches.
  - Results for products/services listed in Product Reporting under “Zone-type Disaggregation” will be disaggregated according to installations:
    4. In [Interval Zone 1](#) areas; and
    5. In [Interval Zone 2](#) areas.

### Formula:

OP-6A =  $\frac{\sum[(\text{Actual Completion Date of late order for non-facility reasons}) - (\text{Applicable Due Date of late order}) - (\text{Time intervals associated with customer-initiated due date changes or delays occurring after the Applicable Due Date})]}{(\text{Total Number of Late Orders for non-facility reasons completed in the reporting period})}$

OP-6B =  $\frac{\sum[(\text{Actual Completion Date of late order for facility reasons}) - (\text{Applicable Due Date of late order}) - (\text{Time intervals associated with customer-initiated due date changes or delays occurring after the Applicable Due Date})]}{(\text{Total Number of Late Orders for facility reasons completed in the reporting period})}$

## OP- 6 – Delayed Days (continued)

<b>Exclusions:</b>	
<ul style="list-style-type: none"> <li>Orders affected only by delays that are solely for customer and/or CLEC reasons.</li> <li>Disconnect, From (another form of disconnect) and Record order types.</li> <li>Records involving official company services.</li> <li>Records with invalid due dates or <a href="#">application dates</a>.</li> <li>Records with invalid completion dates.</li> <li>Records with invalid product codes.</li> <li>Records missing data essential to the calculation of the measurement per the PID.</li> </ul>	
<b>Product Reporting:</b>	<b>Standards:</b>
<b><u>MSA-Type Disaggregation -</u></b>	
<ul style="list-style-type: none"> <li>Resale</li> </ul>	
Residential single line service	Parity with retail service
Business single line service	Parity with retail service
Centrex	Parity with retail service
Centrex 21	Parity with retail service
DS0 (non-designed provisioning)	Parity with retail service
PBX Trunks (non-designed provisioning)	Parity with retail service
Primary ISDN (non-designed provisioning)	Parity with retail service
Basic ISDN (non-designed provisioning)	Parity with retail service
<ul style="list-style-type: none"> <li>Unbundled Network Element – Platform (UNE-P) (POTS)</li> </ul>	Parity with like retail service
<ul style="list-style-type: none"> <li>Unbundled Network Element – Platform (UNE-P) (Centrex 21 )</li> </ul>	Parity with retail Centrex 21
<ul style="list-style-type: none"> <li>Unbundled Network Element – Platform (UNE-P) (Centrex)</li> </ul>	Parity with retail Centrex
<ul style="list-style-type: none"> <li>Line Splitting</li> </ul>	Parity with retail Res and Bus POTS
<ul style="list-style-type: none"> <li>Loop Splitting <sup>NOTE 3</sup></li> </ul>	Diagnostic
<ul style="list-style-type: none"> <li>Line Sharing</li> </ul>	Parity with retail Res and Bus POTS
<ul style="list-style-type: none"> <li>Sub-Loop Unbundling</li> </ul>	Diagnostic
<b><u>Zone-type Disaggregation -</u></b>	
<ul style="list-style-type: none"> <li>Resale</li> </ul>	
Primary ISDN (designed provisioning)	Parity with retail service
Basic ISDN (designed provisioning)	Parity with retail service
DS0 (designed provisioning)	Parity with retail service
DS1	Parity with retail service
PBX Trunks (designed provisioning)	Parity with retail service
DS3 and higher bit-rate services (aggregate)	Parity with retail service
Frame Relay	Parity with retail service
<ul style="list-style-type: none"> <li>LIS Trunks</li> </ul>	Parity with Feature Group D (aggregate)
<ul style="list-style-type: none"> <li>Unbundled Dedicated Interoffice Transport (UDIT)</li> </ul>	
UDIT – DS1 level	Parity with retail DS1 Private Line- Service
UDIT – Above DS1 level	Parity with retail Private Line- Services above DS1 level
Dark Fiber – IOF	Diagnostic
<ul style="list-style-type: none"> <li>Unbundled Loops:</li> </ul>	
Analog Loop	Parity with retail Res and Bus POTS with dispatch
Non-loaded Loop (2-wire)	Parity with retail ISDN BRI (designed)
Non-loaded Loop (4-wire)	Parity with retail DS1 Private Line
DS1-capable Loop	Parity with retail DS1 Private Line
xDSL-I capable Loop	Parity with retail ISDN BRI (designed)
ISDN-capable Loop	Parity with retail ISDN BRI (designed)
ADSL-qualified Loop	Parity with retail ISDN BRI (designed)
Loop types of DS3 and higher bit-rates (aggregate)	Parity with retail DS3 and higher bit-rate Private Line services (aggregate)

## OP- 6 – Delayed Days (continued)

Dark Fiber – Loop	Diagnostic
• E911/911 Trunks	Parity with retail E911/911 Trunks
• Enhanced Extended Loops (EELs) – (DS0 level)	Diagnostic
• Enhanced Extended Loops (EELs) – (DS1 level)	OP-6A: Parity with retail DS1 Private Line OP-6B: Diagnostic
• Enhanced Extended Loops (EELs) – (DS3 level)	Diagnostic
<p><b>Availability:</b> Available</p>	<p><b>Notes:</b></p> <ol style="list-style-type: none"> <li>1. For OP-6A-3 and OP-6B-3, Saturday is counted as a business day for all orders for Resale Residence, Resale Business, and UNE-P (POTS), as well as for the retail analogues specified above as standards. For all other products under OP-6A-3 and OP-6B-3, and for all products under OP-6A-1, -6A-2, -6A-4, -6A-5, -6B-1, -6B-2, -6B-4, and -6B-5, Saturday is counted as a business day when the service order is due or completed on Saturday.</li> <li>2. According to this definition, the Applicable Due Date can change, per successive customer-initiated due date changes or delays, up to the point when a Qwest-initiated due date change occurs. At that point, the Applicable Due Date becomes fixed (i.e., with no further changes) as the date on which it was set prior to the first Qwest-initiated due date change, if any. Following the first Qwest-initiated due date change, any further customer-initiated due date changes or delays are measured as time intervals that are subtracted as indicated in the formula. These delay time intervals are calculated as stated in the description. (Though infrequent, in cases where multiple Qwest-initiated due date changes occur, the stated method for calculating delay intervals is applied to each pair of Qwest-initiated due date change and subsequent customer-initiated due date change or delay. The intervals thus calculated from each pairing of Qwest and customer-initiated due dates are summed and then subtracted as indicated in the formula.) The result of this approach is that Qwest-initiated impacts on intervals are counted in the reported interval, and customer-initiated impacts on intervals are not counted in the reported interval.</li> <li>3. Reporting will begin at the time CLECs order the product, in any quantity, for three consecutive months.</li> </ol>

## OP-7 – Coordinated “Hot Cut” Interval – Unbundled Loop

<b>Purpose:</b> Evaluates the duration of completing coordinated “hot cuts” of unbundled loops, focusing on the time actually involved in disconnecting the loop from the Qwest network and connecting/testing the loop.	
<b>Description:</b> Measures the average time to complete coordinated “hot cuts” for unbundled loops, based on intervals beginning with the “lift” time and ending with the completion time of Qwest’s applicable tests for the loop. <ul style="list-style-type: none"> <li>• Includes all coordinated hot cuts of unbundled loops that are completed/closed during the reporting period, subject to exclusions specified below.</li> <li>• “Hot cut” refers to moving the service of existing customers from Qwest’s switch/frames to the CLEC’s equipment, via unbundled loops, that will serve the customers.</li> <li>• “Lift” time is defined as when Qwest disconnects the existing loop.</li> <li>• “Completion time” is defined as when Qwest completes the applicable tests after connecting the loop to the CLEC.</li> </ul>	
<b>Reporting Period:</b> One month	<b>Unit of Measure:</b> Hours and Minutes
<b>Reporting Comparisons:</b> CLEC aggregate and individual CLEC results	<b>Disaggregation Reporting:</b> Statewide level.
<b>Formula:</b> $\frac{\sum[\text{Completion time} - \text{Lift time}]}{\text{Total Number of unbundled loops with coordinated cutovers completed in the reporting period}}$	
<b>Exclusions:</b> <ul style="list-style-type: none"> <li>• Time intervals associated with CLEC-caused delays.</li> <li>• Records missing data essential to the calculation of the measurement per the PID.</li> <li>• Invalid start/stop dates/times or invalid scheduled date/times.</li> </ul>	
<b>Product Reporting:</b> Coordinated Unbundled Loops – Reported separately for: <ul style="list-style-type: none"> <li>• Analog Loops</li> <li>• All other Loop Types</li> </ul>	<b>Standard:</b> <b>CO:</b> 1 hour <b>All Other States:</b> Diagnostic in light of OP-13 (Coordinated Cuts On Time)
<b>Availability:</b> <p style="text-align: center;">Available</p>	<b>Notes:</b>

## OP-8 – Number Portability Timeliness

<b>Purpose:</b> Evaluates the timeliness of cutovers of local number portability (LNP).	
<b>Description:</b> <p>OP-8B – LNP Timeliness with Loop Coordination (percent): Measures the percentage of coordinated LNP triggers set prior to the scheduled start time for the loop.</p> <ul style="list-style-type: none"> <li>All orders for LNP coordinated with unbundled loops that are completed/closed during the reporting period are measured, subject to exclusions specified below.</li> </ul> <p>OP-8C – LNP Timeliness without Loop Coordination (percent): Measures the percentage of LNP triggers set prior to the Frame Due Time or scheduled start time for the LNP cutover as applicable.</p> <ul style="list-style-type: none"> <li>All orders for LNP for which coordination with a loop was not requested that are completed/closed during the reporting period are measured (including standalone LNP coordinated with other than Qwest-provided Unbundled Loops and non-coordinated, standalone LNP), subject to exclusions specified below.</li> <li>For purposes of these measurements (OP-8B and -8C), “trigger” refers to the “10-digit unconditional trigger” or Line Side Attribute (LSA) that is set or translated by Qwest.</li> <li>“Scheduled start time” is defined as the confirmed appointment time (as stated on the FOC), or a newly negotiated time. In the case of LNP cutovers coordinated with loops, the scheduled time used in this measurement will be no later than the “lay” time for the loop.</li> </ul>	
<b>Reporting Period:</b> One month	<b>Unit of Measure:</b> Percent of triggers set on time
<b>Reporting Comparisons:</b> CLEC aggregate and individual CLEC results	<b>Disaggregation Reporting:</b> Statewide level.
<b>Formula:</b> <p>OP-8B = [(Number of LNP triggers set before the scheduled time for the coordinated loop cutover) ÷ (Total Number of LNP activations coordinated with unbundled loops completed)] x 100</p> <p>OP-8C = [(Number of LNP triggers set before the Frame Due Time or Scheduled Start Time) ÷ (Total Number of LNP activations without loop cutovers completed)] x 100</p>	
<b>Exclusions:</b> <ul style="list-style-type: none"> <li>CLEC-caused delays in trigger setting.</li> <li>LNP requests that do not involve automatic triggers (e.g., DID lines without separate, unique telephone numbers and Centrex 21).</li> <li>LNP requests for which the records used as sources of data for these measurements have the following types of errors: <ul style="list-style-type: none"> <li>Records with no PON (purchase order number) or STATE.</li> <li>Records where triggers cannot be set due to switch capabilities.</li> <li>Records with invalid due dates, <a href="#">application dates</a>, or start dates.</li> <li>Records with invalid completion dates.</li> <li>Records missing data essential to the calculation of the measurement per the PID.</li> <li>Invalid start/stop dates/times or invalid frame due or scheduled date/times.</li> </ul> </li> </ul>	
<b>Product Reporting:</b> None	<b>Standard:</b> 95%
<b>Availability:</b> Available	<b>Notes:</b>

## OP-13 – Coordinated Cuts On Time – Unbundled Loop

<p><b>Purpose:</b> Evaluates the percentage of coordinated cuts of unbundled loops that are completed on time, focusing on cuts completed within one hour of the committed order due time and the percent that were started without CLEC approval.</p>																	
<p><b>Description:</b></p> <ul style="list-style-type: none"> <li>• Includes all LSRs for coordinated cuts of unbundled loops that are completed/closed during the reporting period, subject to exclusions specified below.</li> <li>• OP-13A – Measures the percentage of LSRs (CLEC orders) for all coordinated cuts of unbundled loops that are started and completed on time. For coordinated loop cuts to be counted as “on time” in this measurement, the CLEC must agree to the start time, and Qwest must (1) receive verbal CLEC approval before starting the cut or lifting the loop, (2) complete the physical work and appropriate tests, (3) complete the Qwest portion of any associated LNP orders and (4) call the CLEC with completion information, all within one hour of the time interval defined by the committed order due time.</li> <li>• OP-13B – Measures the percentage of all LSRs for coordinated cuts of unbundled loops that are actually started without CLEC approval.</li> <li>• “Scheduled start time” is defined as the confirmed appointment time (as stated on the FOC), or a newly negotiated appointment time.</li> <li>• The “committed order due time” is based on the number and type of loops involved in the cut and is calculated by adding the applicable time interval from the following list to the scheduled start time:             <ul style="list-style-type: none"> <li>– Analog unbundled loops:                 <table style="margin-left: 20px;"> <tr><td>1 to 16 lines:</td><td>1 Hour</td></tr> <tr><td>17 to 24 lines:</td><td>2 Hours</td></tr> <tr><td>25+ lines:</td><td>Project*</td></tr> </table> </li> <li>– All other unbundled loops:                 <table style="margin-left: 20px;"> <tr><td>1 to 5 lines:</td><td>1 Hour</td></tr> <tr><td>6 to 8 lines:</td><td>2 Hours</td></tr> <tr><td>9 to 11 lines:</td><td>3 Hours</td></tr> <tr><td>12 to 24 lines:</td><td>4 Hours</td></tr> <tr><td>25+ lines:</td><td>Project*</td></tr> </table> </li> </ul> </li> </ul> <p>*For <a href="#">Projects</a> scheduled due dates and scheduled start times will be negotiated between CLEC and Qwest, but no committed order due time is established. Therefore, projects are not included in OP-13A (see exclusion below).</p> <ul style="list-style-type: none"> <li>• “Stop” time is defined as when Qwest notifies the CLEC that the Qwest physical work and the appropriate tests have been successfully accomplished, including the Qwest portion of any coordinated LNP orders.</li> <li>• Time intervals following the scheduled start time or during the cutover process associated with customer-caused delays are subtracted from the actual cutover duration.</li> <li>• Where Qwest’s records of completed coordinated cut transactions are missing evidence of CLEC approval of the cutover, the cut will be counted as a miss under both OP-13A and OP-13B.</li> </ul>		1 to 16 lines:	1 Hour	17 to 24 lines:	2 Hours	25+ lines:	Project*	1 to 5 lines:	1 Hour	6 to 8 lines:	2 Hours	9 to 11 lines:	3 Hours	12 to 24 lines:	4 Hours	25+ lines:	Project*
1 to 16 lines:	1 Hour																
17 to 24 lines:	2 Hours																
25+ lines:	Project*																
1 to 5 lines:	1 Hour																
6 to 8 lines:	2 Hours																
9 to 11 lines:	3 Hours																
12 to 24 lines:	4 Hours																
25+ lines:	Project*																
<p><b>Reporting Period:</b> One month</p>	<p><b>Unit of Measure:</b> Percent</p>																
<p><b>Reporting Comparisons:</b> CLEC aggregate and individual CLEC results</p>	<p><b>Disaggregation Reporting:</b> Statewide level. Results for this measurement will be reported according to: OP-13A Cuts Completed On Time OP-13B Cuts Started Without CLEC Approval</p>																



## OP-13 – Coordinated Cuts On Time – Unbundled Loop (continued)

<p><b>Formula:</b></p> <p>OP-13A = <math>\left[ \frac{\text{Count of LSRs for Coordinated Unbundled Loop cuts completed "On Time"}}{\text{Total Number of LSRs for Coordinated Unbundled Loop Cuts completed in the reporting period}} \right] \times 100</math></p> <p>OP-13B = <math>\left[ \frac{\text{Count of LSRs for Coordinated Unbundled Loop cuts whose actual start time occurs without CLEC approval}}{\text{Total Number of LSRs for Coordinated Unbundled Loop Cuts completed in the reporting period}} \right] \times 100</math></p>	
<p><b>Exclusions:</b></p> <p>Applicable to OP-13A:</p> <ul style="list-style-type: none"> <li>• Loop cuts that involve CLEC-requested non-standard methodologies, processes, or timelines.</li> </ul> <p>OP-13A &amp; OP-13B:</p> <ul style="list-style-type: none"> <li>• Records with invalid completion dates.</li> <li>• Records missing data essential to the calculation of the measurement per the PID which are not otherwise designated to be "counted as a miss".</li> <li>• Invalid start/stop dates/times or invalid scheduled date/times.</li> <li>• Projects involving 25 or more lines.</li> </ul>	
<p><b>Product Reporting:</b> Coordinated Unbundled Loops – Reported separately for:</p> <ul style="list-style-type: none"> <li>• Analog Loops</li> <li>• All Other Loops</li> </ul>	<p><b>Standards:</b></p> <p><b>OP-13A:</b></p> <p><b>AZ:</b> 90 Percent or more</p> <p><b>All Other States:</b> 95 Percent or more</p> <p><b>OP-13B:</b> Diagnostic</p>
<p><b>Availability:</b></p> <p style="text-align: center;">Available</p>	<p><b>Notes:</b></p>

## OP-15 – Interval for Pending Orders Delayed Past Due Date

<p><b>Purpose:</b> Evaluates the extent to which Qwest's pending orders are late, focusing on the average number of days the pending orders are delayed past the Applicable Due Date, as of the end of the reporting period.</p>	
<p><b>Description:</b> OP-15A – Measures the average number of <a href="#">business days</a> that pending orders are delayed beyond the Applicable Due Date for reasons attributed to Qwest.</p> <ul style="list-style-type: none"> <li>▪ Includes all pending inward orders (Change, New, and Transfer order types) for which the Applicable Due Date recorded by Qwest has been missed, subject to exclusions specified below. Change order types included in this measurement consist of all "C" orders representing <a href="#">inward activity</a>.</li> <li>▪ The Applicable Due Date is the original due date or, if changed or delayed by the customer, the most recently revised due date, subject to the following: If Qwest changes a due date for Qwest reasons, the Applicable Due Date is the customer-initiated due date, if any, that is (a) subsequent to the original due date and (b) prior to a Qwest-initiated, changed due date, if any. <sup>NOTE 1</sup></li> <li>▪ Time intervals associated with customer-initiated due date changes or delays occurring after the Applicable Due Date, as applied in the formula below, are calculated by subtracting the latest Qwest-initiated due date, if any, following the Applicable Due Date, from the subsequent customer-initiated due date, if any. <sup>NOTE 1</sup></li> </ul> <p>OP-15B – Reports the number of pending orders measured in the numerator of OP-15A that were delayed for Qwest facility reasons.</p>	
<p><b>Reporting Period:</b> One month</p>	<p><b>Unit of Measure:</b> OP-15A – Average Business Days <sup>NOTE 2</sup> OP-15B – Number of orders pending facilities</p>
<p><b>Reporting Comparisons:</b> CLEC aggregate, individual CLEC, Qwest retail</p>	<p><b>Disaggregation Reporting:</b> Statewide</p>
<p><b>Formula:</b> OP-15A = <math>\frac{\sum[(\text{Last Day of Reporting Period}) - (\text{Applicable Due Date of Late Pending Order}) - (\text{Time intervals associated with customer-initiated due date changes or delays occurring after the Applicable Due Date})]}{(\text{Total Number of Pending Orders Delayed for Qwest reasons as of the last day of Reporting Period})}</math></p> <p>OP-15B = Count of pending orders measured in numerator of OP-15A that were delayed for Qwest facility reasons</p>	
<p><b>Exclusions:</b></p> <ul style="list-style-type: none"> <li>• Disconnect, From (another form of disconnect) and Record order types.</li> <li>• Records involving official company services.</li> <li>• Records with invalid due dates or <a href="#">application dates</a>.</li> <li>• Records with invalid product codes.</li> <li>• Records missing data essential to the calculation of the measurement per the PID.</li> </ul>	

## OP-15 – Interval for Pending Orders Delayed Past Due Date (continued)

Product Reporting:	Standards: OP-15B = diagnostic only For OP-15A:
• Resale	
Residential single line service	Diagnostic (Expectation: Parity with retail service)
Business single line service	Diagnostic (Expectation: Parity with retail service)
Centrex	Diagnostic (Expectation: Parity with retail service)
Centrex 21	Diagnostic (Expectation: Parity with retail service)
PBX Trunk	Diagnostic (Expectation: Parity with retail service)
Basic ISDN	Diagnostic (Expectation: Parity with retail service)
Primary ISDN	Diagnostic (Expectation: Parity with retail service)
DS0	Diagnostic (Expectation: Parity with retail service)
DS1	Diagnostic (Expectation: Parity with retail service)
DS3 and higher bit-rate services (aggregate)	Diagnostic (Expectation: Parity with retail service)
Frame Relay	Diagnostic (Expectation: Parity with retail service)
• Unbundled Network Element – Platform (UNE-P) (POTS)	Diagnostic (Expectation: Parity with retail service)
• Unbundled Network Element – Platform (UNE-P) (Centrex 21 )	Diagnostic (Expectation: Parity with retail Centrex 21)
• Unbundled Network Element – Platform (UNE-P) (Centrex )	Diagnostic (Expectation: Parity with retail Centrex)
• Line Splitting	Diagnostic (Expectation: Parity with retail Res and Bus POTS)
• Loop Splitting <sup>NOTE 3</sup>	Diagnostic
• Line Sharing	Diagnostic (Expectation: Parity with retail Res and Bus POTS)
• Sub-Loop Unbundling	Diagnostic
• LIS Trunks	Diagnostic (Expectation: Parity with Feature Group D (aggregate)) (separately reported)
• Unbundled Dedicated Interoffice Transport (UDIT)	
UDIT – DS1 level	Diagnostic (Expectation: Parity with DS1 Private Line- Service)
UDIT – Above DS1 level	Diagnostic (Expectation: Parity with Private Line- Services above DS1 level)
Dark Fiber – IOF	Diagnostic
• Unbundled Loops:	
Analog Loop	Diagnostic (Expectation: Parity with retail Res and Bus POTS with dispatch)
Non-loaded Loop (2-wire)	Diagnostic (Expectation: Parity with retail ISDN BRI (designed))
Non-loaded Loop (4-wire)	Diagnostic (Expectation: Parity with retail DS1)
DS1-capable Loop	Diagnostic (Expectation: Parity with retail DS1)
ISDN-capable Loop	Diagnostic (Expectation: Parity with ISDN BRI (designed))
ADSL-qualified Loop	Diagnostic (Expectation: Parity with retail ISDN BRI (designed))
Loop types of DS3 or higher bit rate (aggregate)	Diagnostic (Expectation: Parity with retail DS3 and higher bit-rate services (aggregate))
Dark Fiber – Loop	Diagnostic
• E911/911 Trunks	Diagnostic (Expectation: Parity with retail E911/911 Trunks)
• Enhanced Extended Loops (EELs)	Diagnostic

## OP-15 – Interval for Pending Orders Delayed Past Due Date (continued)

<p><b>Availability:</b> Available</p>	<p><b>Notes:</b></p> <ol style="list-style-type: none"><li>1. According to this definition, the Applicable Due Date can change, per successive customer-initiated due date changes or delays, up to the point when a Qwest-initiated due date change occurs. At that point, the Applicable Due Date becomes fixed (i.e., with no further changes) as the date on which it was set prior to the first Qwest-initiated due date change, if any. Following the first Qwest-initiated due date change, any further customer-initiated due date changes or delays are measured as time intervals that are subtracted as indicated in the formula. These delay time intervals are calculated as stated in the description. (Though infrequent, in cases where multiple Qwest-initiated due date changes occur, the stated method for calculating delay intervals is applied to each pair of Qwest-initiated due date change and subsequent customer-initiated due date change or delay. The intervals thus calculated from each pairing of Qwest and customer-initiated due dates are summed and then subtracted as indicated in the formula.) The result of this approach is that Qwest-initiated impacts on intervals are counted in the reported interval, and customer-initiated impacts on intervals are not counted in the reported interval.</li><li>2. For OP-15A, Saturday is counted as a business day for all non-dispatched orders for Resale Residence, Resale Business, and UNE-P (POTS), as well as for non-dispatched orders in the retail analogues specified above as standards. For all other non-dispatched products and for all dispatched products under OP-15A, Saturday is not counted as a business day.</li><li>3. Reporting will begin at the time CLECs order the product, in any quantity, for three consecutive months.</li></ol>
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## OP-17 – Timeliness of Disconnects associated with LNP Orders

<p><b>Purpose:</b> Evaluates the quality of Qwest completing LNP telephone number porting, focusing on the degree to which porting occurs without implementing associated disconnects before the scheduled time/date.</p>	
<p><b>Description:</b></p> <p><b>OP-17A</b></p> <ul style="list-style-type: none"> <li>• Measures the percentage of all LNP telephone numbers (TNs), both stand alone and associated with loops, that are ported without the incidence of disconnects being made by Qwest before the scheduled time/date, as identified by associated qualifying trouble reports. <ul style="list-style-type: none"> <li>– Focuses on disconnects associated with timely CLEC requests for delaying the disconnects or no requests for delays.</li> <li>– The scheduled time/date is defined as 11:59 p.m. on (1) the due date of the LNP order recorded by Qwest or (2) the delayed disconnect date requested by the CLEC, where the CLEC submits a timely request for delay of disconnection.</li> <li>– A CLEC request for delay of disconnection is considered timely if received by Qwest before 8:00 p.m. MT on the current due date of the LNP order recorded by Qwest.</li> </ul> </li> </ul> <p><b>OP-17B</b></p> <ul style="list-style-type: none"> <li>• Measures the percentage of all LNP telephone numbers (TNs), both stand alone and associated with loops, that are ported without the incidence of disconnects being made by Qwest before the scheduled time/date, as identified by associated qualifying trouble reports. <ul style="list-style-type: none"> <li>– Includes only disconnects associated with untimely CLEC requests for delaying the disconnects.</li> <li>– A CLEC request for delay of disconnection is considered "untimely" if received by Qwest after 8:00 p.m. MT on the current due date of the LNP order recorded by Qwest and before 12:00 p.m. MT (noon) on the day after the current due date.</li> </ul> </li> <li>• Disconnects are defined as the removal of switch translations, including the 10-digit trigger.</li> <li>• Disconnects that are implemented early, and thus counted as a "miss" under this measurement, are those that the CLEC identifies as such to Qwest via trouble reports, within four calendar days of the actual disconnect date, that are confirmed to be caused by disconnects being made before the scheduled time.</li> <li>• Includes all CLEC orders for LNP TNs completed in the reporting period, subject to exclusions specified below.</li> </ul>	
<p><b>Reporting Period:</b> One month</p>	<p><b>Unit of Measure:</b> Percent</p>
<p><b>Reporting Comparisons:</b> CLEC Aggregate and Individual CLEC</p>	<p><b>Disaggregation Reporting:</b> Statewide</p>
<p><b>Formula:</b>  <math display="block">\left[ \frac{\text{(Total number of LNP TNs ported pursuant to orders completed in the reporting period – Number of TNs with qualifying trouble reports notifying Qwest that disconnection before the scheduled time has occurred)}}{\text{Total Number of LNP TNs ported pursuant to orders completed in the reporting period}} \right] \times 100</math></p>	

## OP-17 – Timeliness of Disconnects associated with LNP Orders (continued)

<p><b>Exclusions:</b></p> <p><b>OP-17A only</b></p> <ul style="list-style-type: none"> <li>• Trouble reports notifying Qwest of early disconnects associated with situations for which the CLEC has failed to submit timely requests to have disconnects held for later implementation.</li> </ul> <p><b>OP-17A &amp; B</b></p> <ul style="list-style-type: none"> <li>• Trouble reports not related to valid requests (LSRs) for LNP and associated disconnects.</li> <li>• LNP requests that do not involve automatic triggers (e.g., DID lines without separate, unique TNs, and Centrex 21).</li> <li>• Records with invalid trouble receipt dates.</li> <li>• Records with invalid cleared, closed or due dates.</li> <li>• Records with invalid product codes.</li> <li>• Records missing data essential to the calculation of the measurement per the PID.</li> </ul> <p><b>OP-17B only</b></p> <ul style="list-style-type: none"> <li>• Trouble reports notifying Qwest of early disconnects associated with situations for which the CLEC did not submit its untimely requests by 12:00 p.m. MT (noon) on the day after the LNP due date to have disconnects held for later implementation.</li> </ul>	
<p><b>Product Reporting:</b> LNP</p>	<p><b>Standards:</b></p> <p>OP-17A – 98.25%</p> <p>OP-17B – Diagnostic only, in light of its measuring only requests for delay of disconnect that are defined as untimely.</p>
<p><b>Availability:</b></p> <p>Available</p>	<p><b>Notes:</b></p>

## Maintenance and Repair

### MR-2 – Calls Answered within 20 Seconds – Interconnect Repair Center

<b>Purpose:</b> Evaluates Customer access to Qwest's Interconnection and/or Retail Repair Center(s), focusing on the number of calls answered within 20 seconds.	
<b>Description:</b> Measures the percentage of Interconnection and/or Retail Repair Center calls answered within 20 seconds of the first ring. <ul style="list-style-type: none"> <li>• Includes all calls to the Interconnect Repair Center during the reporting period, subject to exclusions specified below.</li> <li>• First ring is defined as when the customer's call is first placed in queue by the ACD (Automatic Call Distributor).</li> <li>• Answer is defined as when the call is first picked up by the Qwest agent.</li> <li>• Abandoned calls and busy calls are counted as calls which are not answered within 20 seconds.</li> </ul>	
<b>Reporting Period:</b> One month	<b>Unit of Measure:</b> Percent
<b>Reporting Comparisons:</b> CLEC aggregate and Qwest Retail levels.	<b>Disaggregation Reporting:</b> Region-wide level.
<b>Formula:</b> $[(\text{Total Calls Answered by Center within 20 seconds}) \div (\text{Total Calls received by Center})] \times 100$	
<b>Exclusions:</b> Time spent in the VRU (Voice Response Unit) is not counted.	
<b>Product Reporting:</b> None	<b>Standard:</b> Parity
<b>Availability:</b> Available	<b>Notes:</b>

### MR-3 – Out of Service Cleared within 24 Hours

<p><b>Purpose:</b> Evaluates timeliness of repair for specified services, focusing on trouble reports where the out-of-service trouble reports were cleared within the standard estimate for specified services (i.e., 24 hours for out-of-service conditions).</p>	
<p><b>Description:</b> Measures the percentage of out of service trouble reports, involving specified services, that are cleared within 24 hours of receipt of trouble reports from CLECs or from retail customers.</p> <ul style="list-style-type: none"> <li>• Includes all trouble reports, closed during the reporting period, which involve a specified service that is out-of-service (i.e., unable to place or receive calls), subject to exclusions specified below.</li> <li>• Time measured is from date and time that Qwest is first notified of the trouble by CLEC to date and time trouble is cleared.</li> </ul>	
<p><b>Reporting Period:</b> One month</p>	<p><b>Unit of Measure:</b> Percent</p>
<p><b>Reporting Comparisons:</b> CLEC aggregate, individual CLEC and Qwest Retail results</p>	<p><b>Disaggregation Reporting:</b> Statewide level.</p> <ul style="list-style-type: none"> <li>• Results for product/services listed in Product Reporting under “<a href="#">MSA-Type Disaggregation</a>” will be disaggregated and reported according to trouble reports involving: <ul style="list-style-type: none"> <li>MR-3A Dispatches within MSAs;</li> <li>MR-3B Dispatches outside MSAs; and</li> <li>MR-3C No dispatches.</li> </ul> </li> <li>• Results for products/services listed in Product Reporting under “Zone-type Disaggregation” will be disaggregated according to trouble reports involving: <ul style="list-style-type: none"> <li>MR-3D In <a href="#">Interval Zone 1</a> areas; and</li> <li>MR-3E In <a href="#">Interval Zone 2</a> areas.</li> </ul> </li> </ul>
<p><b>Formula:</b> [(Number of Out of Service Trouble Reports closed in the reporting period that are cleared within 24 hours) ÷ (Total Number of Out of Service Trouble Reports closed in the reporting period)] x 100</p>	
<p><b>Exclusions:</b></p> <ul style="list-style-type: none"> <li>• Trouble reports coded as follows: <ul style="list-style-type: none"> <li>– For products measured from MTAS data (products listed for MSA-type disaggregation), trouble reports coded to disposition codes for: Customer Action; Non-Telco Plant; Trouble Beyond the Network Interface; and Miscellaneous – Non-Dispatch, non-Qwest (includes CPE, Customer Instruction, Carrier, Alternate Provider).</li> <li>– For products measured from WFA (Workforce Administration) data (products listed for Zone-type disaggregation) trouble reports coded to trouble codes for Carrier Action (IEC) and Customer Provided Equipment (CPE).</li> </ul> </li> <li>• Subsequent trouble reports of any trouble before the original trouble report is closed.</li> <li>• Information tickets generated for internal Qwest system/network monitoring purposes.</li> <li>• Time delays due to “no access” are excluded from repair time for products/services listed in Product Reporting under “Zone-type Disaggregation”.</li> <li>• For products measured from MTAS data (products listed for MSA-type disaggregation), trouble reports involving a "no access" delay.</li> <li>• Trouble reports on the day of installation before the installation work is reported by the technician/installer as complete.</li> <li>• Records involving official company services.</li> <li>• Records with invalid trouble receipt dates.</li> <li>• Records with invalid cleared or closed dates.</li> <li>• Records with invalid product codes.</li> <li>• Records missing data essential to the calculation of the measurement per the PID.</li> </ul>	



### MR-3 – Out of Service Cleared within 24 Hours (Continued)

Product Reporting:	Standards:
<b><u>MSA-Type Disaggregation -</u></b>	
• Resale	
Residential single line service	Parity with retail service
Business single line service	Parity with retail service
Centrex	Parity with retail service
Centrex 21	Parity with retail service
PBX Trunks	Parity with retail service
Basic ISDN	Parity with retail service
• Unbundled Network Element – Platform (UNE-P) (POTS)	Parity with appropriate retail service
• Unbundled Network Element – Platform (UNE-P) (Centrex 21 )	Parity with retail Centrex 21
• Unbundled Network Element – Platform (UNE-P) (Centrex)	Parity with retail Centrex
• Line Splitting	Parity with retail RES and BUS POTS
• Loop Splitting <sup>NOTE 1</sup>	Diagnostic
• Line Sharing	Parity with retail RES and BUS POTS
• Sub-Loop Unbundling	<b>CO:</b> Parity with retail ISDN-BRI
	<b>All Other States:</b> Diagnostic
<b><u>Zone-type Disaggregation -</u></b>	
• Unbundled Loops	
Analog Loop	Parity with retail Res and Bus POTS
Non-loaded Loop (2 wire)	Parity with retail ISDN-BRI (designed)
xDSL-I capable Loop	Parity with retail DS1 Private Line
ISDN-capable Loop	Parity with ISDN-BRI (designed)
ADSL-qualified Loop	Parity with retail ISDN-BRI (designed)
<b>Availability:</b> Available	<b>Notes:</b> 1. Reporting will begin at the time CLECs order the product, in any quantity, for three consecutive months.

## MR-4 – All Troubles Cleared within 48 hours

<p><b>Purpose:</b> Evaluates timeliness of repair for specified services, focusing on trouble reports of all types (both out of service and service affecting) and on the number of such trouble reports cleared within the standard estimate for specified services (i.e., 48 hours for service-affecting conditions).</p>	
<p><b>Description:</b> Measures the percentage of trouble reports, for specified services, that are cleared within 48 hours of receipt of trouble reports from CLECs or from retail customers.</p> <ul style="list-style-type: none"> <li>• Includes all trouble reports, closed during the reporting period, which involve a specified service, subject to exclusions specified below.</li> <li>• Time measured is from date and time that Qwest is first notified of the trouble by CLEC to date and time trouble is cleared.</li> </ul>	
<p><b>Reporting Period:</b> One month</p>	<p><b>Unit of Measure:</b> Percent</p>
<p><b>Reporting Comparisons:</b> CLEC aggregate, individual CLEC and Qwest Retail results</p>	<p><b>Disaggregation Reporting:</b> Statewide level.</p> <ul style="list-style-type: none"> <li>• Results for product/services listed in Product Reporting under “<a href="#">MSA-Type Disaggregation</a>” will be disaggregated and reported according to trouble reports involving: <ul style="list-style-type: none"> <li>MR-4A Dispatches within MSAs;</li> <li>MR-4B Dispatches outside MSAs; and</li> <li>MR-4C No dispatches.</li> </ul> </li> <li>• Results for products/services listed in Product Reporting under “Zone-type Disaggregation” will be disaggregated according to trouble reports involving: <ul style="list-style-type: none"> <li>MR-4D In <a href="#">Interval Zone 1</a> areas; and</li> <li>MR-4E In <a href="#">Interval Zone 2</a> areas</li> </ul> </li> </ul>
<p><b>Formula:</b>  <math display="block">\left[ \frac{\text{Total Trouble Reports closed in the reporting period that are cleared within 48 hours}}{\text{Total Trouble Reports closed in the reporting period}} \right] \times 100</math></p>	
<p><b>Exclusions:</b></p> <ul style="list-style-type: none"> <li>• Trouble reports coded as follows: <ul style="list-style-type: none"> <li>– For products measured from MTAS data (products listed for MSA-type disaggregation), trouble reports coded to disposition codes for: Customer Action; Non-Telco Plant; Trouble Beyond the Network Interface; and Miscellaneous – Non-Dispatch, non-Qwest (includes CPE, Customer Instruction, Carrier, Alternate Provider).</li> <li>– For products measured from WFA (Workforce Administration) data (products listed for Zone-type disaggregation) trouble reports coded to trouble codes for Carrier Action (IEC) and Customer Provided Equipment (CPE).</li> </ul> </li> <li>• Subsequent trouble reports of any trouble before the original trouble report is closed.</li> <li>• Information tickets generated for internal Qwest system/network monitoring purposes.</li> <li>• Time delays due to “no access” are excluded from repair time for products/services listed in Product Reporting under “Zone-type Disaggregation”.</li> <li>• For products measured from MTAS data (products listed for MSA-type disaggregation), trouble reports involving a "no access" delay.</li> <li>• Trouble reports on the day of installation before the installation work is reported by the technician/installer as complete.</li> <li>• Records involving official company services.</li> <li>• Records with invalid trouble receipt dates.</li> <li>• Records with invalid cleared or closed dates.</li> <li>• Records with invalid product codes.</li> <li>• Records missing data essential to the calculation of the measurement per the PID.</li> </ul>	

## MR-4 – All Troubles Cleared within 48 Hours (Continued)

<b>Product Reporting:</b>	<b>Standards:</b>
<b><u>MSA-Type Disaggregation -</u></b>	
• Resale	
Residential single line service	Parity with retail service
Business single line service	Parity with retail service
Centrex	Parity with retail service
Centrex 21	Parity with retail service
PBX Trunks	Parity with retail service
Basic ISDN	Parity with retail service
• Unbundled Network Element – Platform (UNE-P) (POTS)	Parity with appropriate retail service
• Unbundled Network Element – Platform (UNE-P) (Centrex 21 )	Parity with retail Centrex 21
• Unbundled Network Element – Platform (UNE-P) (Centrex)	Parity with retail Centrex
• Line Splitting	Parity with retail RES and BUS POTS
• Loop Splitting <sup>NOTE 1</sup>	Diagnostic
• Line Sharing	Parity with retail RES and BUS POTS
• Sub-Loop Unbundling	Diagnostic
<b><u>Zone-Type Disaggregation -</u></b>	
• Unbundled Loops:	
Analog Loop	Parity with retail Res and Bus POTS
Non-loaded Loop (2 wire)	Parity with retail ISDN-BRI (designed)
xDSL-I capable Loop	Parity with retail DS1 Private Line
ISDN-capable Loop	Parity with retail ISDN-BRI (designed)
ADSL-qualified Loop	Parity with retail ISDN-BRI (designed)
<b>Availability:</b> Available	<b>Notes:</b> 1. Reporting will begin at the time CLECs order the product, in any quantity, for three consecutive months.

## MR-5 – All Troubles Cleared within 4 hours

<p><b>Purpose:</b> Evaluates timeliness of repair for specified services, focusing on all trouble reports of all types (including out of service and service affecting troubles) and on the number of such trouble reports cleared within the standard estimate for specified services (i.e., 4 hours).</p>	
<p><b>Description:</b> Measures the percentage of trouble reports for specified services that are cleared within 4 hours of receipt of trouble reports from CLECs or from retail customers.</p> <ul style="list-style-type: none"> <li>• Includes all trouble reports, closed during the reporting period, which involve a specified service, subject to exclusions specified below.</li> <li>• Time measured is from date and time that Qwest is first notified of the trouble by CLEC to date and time trouble is cleared.</li> </ul>	
<p><b>Reporting Period:</b> One month</p>	<p><b>Unit of Measure:</b> Percent</p>
<p><b>Reporting Comparisons:</b> CLEC aggregate, individual CLEC and Qwest Retail results</p>	<p><b>Disaggregation Reporting:</b> Statewide level. Results for listed products will be disaggregated according to trouble reports: MR-5A In <a href="#">Interval Zone 1</a> areas; and MR-5B In <a href="#">Interval Zone 2</a> areas.</p>
<p><b>Formula:</b> [(Number of Trouble Reports closed in the reporting period that are cleared within 4 hours) ÷ (Total Trouble Reports closed in the reporting period)] x 100</p>	
<p><b>Exclusions:</b></p> <ul style="list-style-type: none"> <li>• Trouble reports coded as follows: <ul style="list-style-type: none"> <li>– For products measured using WFA (Workforce Administration) data (products listed for Zone-type disaggregation) trouble reports coded to trouble codes for Carrier Action (IEC) and Customer Provided Equipment (CPE).</li> </ul> </li> <li>• Subsequent trouble reports of any trouble before the original trouble report is closed.</li> <li>• Information tickets generated for internal Qwest system/network monitoring purposes.</li> <li>• Time delays due to “no access” are excluded from repair time.</li> <li>• Trouble reports on the day of installation before the installation work is reported by the technician/installer as complete.</li> <li>• Records involving official company services.</li> <li>• Records with invalid trouble receipt dates.</li> <li>• Records with invalid cleared or closed dates.</li> <li>• Records with invalid product codes.</li> <li>• Records missing data essential to the calculation of the measurement per the PID.</li> </ul>	

**MR-5 – All Troubles Cleared within 4 hours (continued)**

<b>Product Reporting:</b>	<b>Standards:</b>
<b>Zone-Type Disaggregation -</b>	
• Resale	
Primary ISDN	Parity with retail service
DS0	Parity with retail service
DS1	Parity with retail service
DS3 and higher bit-rate services (aggregate)	Parity with retail service
Frame Relay	Parity with retail service
• LIS Trunks	Parity with Feature Group D (aggregate)
• Unbundled Dedicated Interoffice Transport (UDIT)	
UDIT – DS1 level	Parity with DS1 Private Line Service
UDIT – Above DS1 level	Parity with Private Line Services above DS1 level
• Unbundled Loops:	
Non-loaded Loop (4-wire)	Parity with retail DS1
DS1-capable Loop	Parity with retail DS1
Loop types of DS3 and higher bit-rates (aggregate)	Parity with retail DS3 and higher bit-rate services (aggregate)
• E911/911 Trunks	Parity with retail E911/911 Trunks
• Enhanced Extended Loops (EELs) – (DS0 level)	Diagnostic
• Enhanced Extended Loops (EELs) – (DS1 level)	Parity with retail DS1 Private Line
• Enhanced Extended Loops (EELs) – (DS3 level)	Diagnostic
<b>Availability:</b> Available	<b>Notes:</b> .

## MR-6 – Mean Time to Restore

<b>Purpose:</b> Evaluates timeliness of repair, focusing how long it takes to restore services to proper operation.	
<b>Description:</b> Measures the time actually taken to clear trouble reports. <ul style="list-style-type: none"> <li>• Includes all trouble reports closed during the reporting period, subject to exclusions specified below.</li> <li>• Includes customer direct reports, customer-relayed reports, and test assist reports that result in a trouble report.</li> <li>• Time measured is from date and time that Qwest is first notified of the trouble by CLEC to date and time trouble is cleared.</li> </ul>	
<b>Reporting Period:</b> One month	<b>Unit of Measure:</b> Hours and Minutes
<b>Reporting Comparisons:</b> CLEC aggregate, individual CLEC and Qwest Retail results	<b>Disaggregation Reporting:</b> Statewide level. <ul style="list-style-type: none"> <li>• Results for product/services listed in Product Reporting under “<a href="#">MSA-Type Disaggregation</a>” will be reported according to trouble reports involving:             <ul style="list-style-type: none"> <li>MR-6A Dispatches within MSAs;</li> <li>MR-6B Dispatches outside MSAs; and</li> <li>MR-6C No dispatches.</li> </ul> </li> <li>• Results for products/services listed in Product Reporting under “Zone-type Disaggregation” will be disaggregated according to trouble reports involving:             <ul style="list-style-type: none"> <li>MR-6D In <a href="#">Interval Zone 1</a> areas; and</li> <li>MR-6E In <a href="#">Interval Zone 2</a> areas.</li> </ul> </li> </ul>
<b>Formula:</b> $\frac{\sum[(\text{Date \& Time Trouble Report Cleared}) - (\text{Date \& Time Trouble Report Opened})]}{(\text{Total number of Trouble Reports closed in the reporting period})}$	
<b>Exclusions:</b> <ul style="list-style-type: none"> <li>• Trouble reports coded as follows:             <ul style="list-style-type: none"> <li>– For products measured from MTAS data (products listed for MSA-type disaggregation), trouble reports coded to disposition codes for: Customer Action; Non-Telco Plant; Trouble Beyond the Network Interface; and Miscellaneous – Non-Dispatch, non-Qwest (includes CPE, Customer Instruction, Carrier, Alternate Provider).</li> <li>– For products measured from WFA (Workforce Administration) data (products listed for Zone-type disaggregation) trouble reports coded to trouble codes for Carrier Action (IEC) and Customer Provided Equipment (CPE).</li> </ul> </li> <li>• Subsequent trouble reports of any trouble before the original trouble report is closed.</li> <li>• Trouble reports from MTAS or WFA that are coded as No Trouble Found or Test Okay and with durations of less than or equal to 1 hour.</li> <li>• Information tickets generated for internal Qwest system/network monitoring purposes.</li> <li>• Time delays due to “no access” are excluded from repair time for products/services listed in Product Reporting under “Zone-type Disaggregation”.</li> <li>• For products measured from MTAS data (products listed for MSA-type disaggregation), trouble reports involving a "no access" delay.</li> <li>• Trouble reports on the day of installation before the installation work is reported by the technician/installer as complete.</li> <li>• Records involving official company services.</li> <li>• Records with invalid trouble receipt dates.</li> <li>• Records with invalid cleared or closed dates.</li> <li>• Records with invalid product codes.</li> <li>• Records missing data essential to the calculation of the measurement per the PID.</li> </ul>	

## MR-6 – Mean Time to Restore (Continued)

<b>Product Reporting:</b>	<b>Standards:</b>
<b>MSA-Type Disaggregation -</b>	
• Resale	
Residential single line service	Parity with retail service
Business single line service	Parity with retail service
Centrex	Parity with retail service
Centrex 21	Parity with retail service
PBX Trunks	Parity with retail service
Basic ISDN	Parity with retail service
• Unbundled Network Element – Platform (UNE-P) (POTS)	Parity with like retail service
• Unbundled Network Element – Platform (UNE-P) (Centrex 21 )	Parity with retail Centrex 21
• Unbundled Network Element – Platform (UNE-P) (Centrex)	Parity with retail Centrex
• Line Splitting	Parity with retail RES and BUS POTS
• Loop Splitting <sup>NOTE 1</sup>	Diagnostic
• Line Sharing	Parity with retail RES and BUS POTS
• Sub-Loop Unbundling	<b>CO:</b> Parity with retail ISDN-BRI <b>All Other States:</b> Diagnostic
<b>Zone-Type Disaggregation -</b>	
• Resale	
Primary ISDN	Parity with retail service
DS0	Parity with retail service
DS1	Parity with retail service
DS3 and higher bit-rate services (aggregate)	Parity with retail service
Frame Relay	Parity with retail service
• LIS Trunks	Parity with Feature Group D (aggregate)
• Unbundled Dedicated Interoffice Transport (UDIT)	
UDIT – DS1 level	Parity with retail DS1 Private Line
UDIT – Above DS1 level	Parity with retail Private Lines above DS1 level
Dark Fiber – IOF	Diagnostic
• Unbundled Loops:	
Analog Loop	Parity with retail Res and Bus POTS
Non-loaded Loop (2-wire)	Parity with retail ISDN BRI (designed)
Non-loaded Loop (4-wire)	Parity with retail DS1 Private Line
DS1-capable Loop	Parity with retail DS1 Private Line
xDSL-I capable Loop	Parity with retail DS1 Private Line
ISDN-capable Loop	Parity with retail ISDN BRI (designed)
ADSL-qualified Loop	Parity with retail ISDN BRI (designed)
Loop types of DS3 and higher bit-rates (aggregate)	Parity with retail DS3 and higher bit-rate Private Line services (aggregate)
Dark Fiber – Loop	Diagnostic
• E911/911 Trunks	Parity with retail E911/911 Trunks
• Enhanced Extended Loops (EELs) – (DS0 level)	Diagnostic
• Enhanced Extended Loops (EELs) – (DS1 level)	Parity with retail DS1 Private Line
• Enhanced Extended Loops (EELs) – (DS3 level)	Diagnostic

### MR-6 – Mean Time to Restore (Continued)

<b>Availability:</b> Available	<b>Notes:</b> 1. Reporting will begin at the time CLECs order the product, in any quantity, for three consecutive months.
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## MR-7 – Repair Repeat Report Rate

<p><b>Purpose:</b> Evaluates the accuracy of repair actions, focusing on the number of <a href="#">repeated trouble reports</a> received for the same line/circuit within a specified period (30 calendar days).</p>	
<p><b>Description:</b> Measures the percentage of trouble reports that are repeated within 30 days on end user lines and circuits.</p> <ul style="list-style-type: none"> <li>• Includes all trouble reports closed during the reporting period that have a repeated trouble report received within thirty (30) days of the initial trouble report for the same service (regardless of whether the report is about the same type of trouble for that service), subject to exclusions specified below.</li> <li>• In determining same service Qwest will compare the end user telephone number or circuit access code of the initial trouble reports closed during the reporting period with reports received within 30 days of when the initial trouble report closed.</li> <li>• Includes reports due to Qwest network or system causes, customer-direct and customer-relayed reports.</li> <li>• The 30-day period applied in the numerator of the formula below is from the date and time that the initial trouble report is closed to the date and time that the next, or “repeat” trouble report is received (i.e., opened).</li> </ul>	
<p><b>Reporting Period:</b> One month, reported in arrears (i.e., results first appear in reports one month later than results for measurements that are not reported in arrears), in order to cover the 30-day period following the initial trouble report.</p>	<p><b>Unit of Measure:</b> Percent</p>
<p><b>Reporting Comparisons:</b> CLEC aggregate, individual CLEC and Qwest Retail results</p>	<p><b>Disaggregation Reporting:</b> Statewide level.</p> <ul style="list-style-type: none"> <li>• Results for product/services listed in Product Reporting under “<a href="#">MSA-Type Disaggregation</a>” will be reported according to trouble reports involving: MR-7A Dispatches within MSAs; MR-7B Dispatches outside MSAs; and MR-7C No dispatches.</li> <li>• Results for products/services listed in Product Reporting under “Zone-type Disaggregation” will be disaggregated according to trouble reports involving: MR-7D In <a href="#">Interval Zone 1</a> areas; and MR-7E In <a href="#">Interval Zone 2</a> areas.</li> </ul>
<p><b>Formula:</b> [(Total trouble reports closed within the reporting period that had a repeated trouble report received within 30 calendar days of when the initial trouble report closed) ÷ (Total number of Trouble Reports Closed in the reporting period)] x 100</p>	
<p><b>Exclusions:</b></p> <ul style="list-style-type: none"> <li>• Trouble reports coded as follows: <ul style="list-style-type: none"> <li>– For products measured from MTAS data (products listed for MSA-type disaggregation), trouble reports coded to disposition codes for: Customer Action; Non-Telco Plant; Trouble Beyond the Network Interface; and Miscellaneous – Non-Dispatch, non-Qwest (includes CPE, Customer Instruction, Carrier, Alternate Provider).</li> <li>– For products measured from WFA (Workforce Administration) data (products listed for Zone-type disaggregation) trouble reports coded to trouble codes for Carrier Action (IEC) and Customer Provided Equipment (CPE).</li> </ul> </li> <li>• Subsequent trouble reports of any trouble before the original trouble report is closed.</li> <li>• Information tickets generated for internal Qwest system/network monitoring purposes.</li> <li>• Trouble reports on the day of installation before the installation work is reported by the technician/installer as complete.</li> <li>• Records involving official company services.</li> <li>• Records with invalid trouble receipt dates.</li> </ul>	

## MR-7 – Repair Repeat Report Rate (Continued)

<ul style="list-style-type: none"> <li>Records with invalid cleared or closed dates.</li> <li>Records with invalid product codes.</li> <li>Records missing data essential to the calculation of the measurement per the PID.</li> </ul>	
<b>Product Reporting:</b>	<b>Standards:</b>
<b>MSA-Type Disaggregation -</b>	
<ul style="list-style-type: none"> <li>Resale</li> </ul>	
Residential single line service	Parity with retail service
Business single line service	Parity with retail service
Centrex	Parity with retail service
Centrex 21	Parity with retail service
PBX Trunks	Parity with retail service
Basic ISDN	Parity with retail service
<ul style="list-style-type: none"> <li>Unbundled Network Element – Platform (UNE-P) (POTS)</li> </ul>	Parity with like retail service
<ul style="list-style-type: none"> <li>Unbundled Network Element – Platform (UNE-P) (Centrex 21 )</li> </ul>	Parity with retail Centrex 21
<ul style="list-style-type: none"> <li>Unbundled Network Element – Platform (UNE-P) (Centrex)</li> </ul>	Parity with retail Centrex
<ul style="list-style-type: none"> <li>Line Splitting</li> </ul>	Parity with retail Res and Bus POTS
<ul style="list-style-type: none"> <li>Loop Splitting <sup>NOTE 1</sup></li> </ul>	Diagnostic
<ul style="list-style-type: none"> <li>Line Sharing</li> </ul>	<b>AZ &amp; CO:</b> Parity with retail Res and Bus POTS
	<b>All Other States:</b> Diagnostic Comparison with retail Res and Bus POTS
<ul style="list-style-type: none"> <li>Sub-Loop Unbundling</li> </ul>	<b>CO:</b> Parity with Retail ISDN-BRI
	<b>All Other States:</b> Diagnostic
<b>Zone-Type Disaggregation -</b>	
<ul style="list-style-type: none"> <li>Resale</li> </ul>	
Primary ISDN	Parity with retail service
DS0	Parity with retail service
DS1	Parity with retail service
DS3 and higher bit-rate services (aggregate)	Parity with retail service
Frame Relay	Parity with retail service
<ul style="list-style-type: none"> <li>LIS Trunks</li> </ul>	Parity with Feature Group D (aggregate)
<ul style="list-style-type: none"> <li>Unbundled Dedicated Interoffice Transport (UDIT)</li> </ul>	
UDIT – DS1 level	Parity with retail DS1 Private Line
UDIT – Above DS1 level	Parity with retail Private Lines above DS1 level
Dark Fiber – IOF	Diagnostic
<ul style="list-style-type: none"> <li>Unbundled Loops:</li> </ul>	
Analog Loop	Parity with retail Res and Bus POTS
Non-loaded Loop (2-wire)	Parity with retail ISDN BRI (designed)
Non-loaded Loop (4-wire)	Parity with retail DS1 Private Line
DS1-capable Loop	Parity with retail DS1 Private Line
xDSL-I capable Loop	Parity with retail DS1 Private Line
ISDN-capable Loop	Parity with retail ISDN BRI (designed)
ADSL-qualified Loop	Parity with retail ISDN BRI (designed)
Loop types of DS3 and higher bit-rates (aggregate)	Parity with retail DS3 and higher bit-rate Private Line services (aggregate)
Dark Fiber – Loop	Diagnostic
<ul style="list-style-type: none"> <li>E911/911 Trunks</li> </ul>	Parity with retail E911/911 Trunks

## MR-7 – Repair Repeat Report Rate (Continued)

<ul style="list-style-type: none"><li>Enhanced Extended Loops (EELs) – (DS0 level)</li></ul>	Diagnostic
<ul style="list-style-type: none"><li>Enhanced Extended Loops (EELs) – (DS1 level)</li></ul>	Parity with retail DS1 Private Line
<ul style="list-style-type: none"><li>Enhanced Extended Loops (EELs) – (DS3 level)</li></ul>	Diagnostic
<b>Availability:</b> Targeted availability with July 2004 results reported in September 2004	<b>Notes:</b> 1. Reporting will begin at the time CLECs order the product, in any quantity, for three consecutive months.

## MR-8 – Trouble Rate

<b>Purpose:</b> Evaluates the overall rate of trouble reports as a percentage of the total installed base of the service or element.	
<b>Description:</b> Measures trouble reports by product and compares them to the number of lines in service. <ul style="list-style-type: none"> <li>• Includes all trouble reports closed during the reporting period, subject to exclusions specified below.</li> <li>• Includes all applicable trouble reports, including those that are out of service and those that are only service-affecting.</li> </ul>	
<b>Reporting Period:</b> One month	<b>Unit of Measure:</b> Percent
<b>Reporting Comparisons:</b> CLEC aggregate, individual CLEC and Qwest Retail results	<b>Disaggregation Reporting:</b> Statewide level.
<b>Formula:</b> $[(\text{Total number of trouble reports closed in the reporting period involving the specified service grouping}) \div (\text{Total number of the specified services that are in service in the reporting period})] \times 100$	
<b>Exclusions:</b> <ul style="list-style-type: none"> <li>• Trouble reports coded as follows:             <ul style="list-style-type: none"> <li>– For products measured from MTAS data, trouble reports coded to disposition codes for: Customer Action; Non-Telco Plant; Trouble Beyond the Network Interface; and Miscellaneous – Non-Dispatch, non-Qwest (includes CPE, Customer Instruction, Carrier, Alternate Provider).</li> <li>– For products measured from WFA data trouble reports coded to trouble codes for Carrier Action (IEC) and Customer Provided Equipment (CPE).</li> </ul> </li> <li>• Subsequent trouble reports of any trouble before the original trouble report is closed.</li> <li>• Information tickets generated for internal Qwest system/network monitoring purposes.</li> <li>• Trouble reports on the day of installation before the installation work is reported by the technician/installer as complete.</li> <li>• Records involving official company services.</li> <li>• Records with invalid trouble receipt dates.</li> <li>• Records with invalid cleared or closed dates.</li> <li>• Records with invalid product codes.</li> <li>• Records missing data essential to the calculation of the measurement per the PID.</li> </ul>	

## MR-8 – Trouble Rate (continued)

Product Reporting:	Standards:
• Resale	
Residential single line service	Parity with retail service
Business single line service	Parity with retail service
Centrex	Parity with retail service
Centrex 21	Parity with retail service
PBX Trunks	Parity with retail service
Basic ISDN	Parity with retail service
Primary ISDN	Parity with retail service
DS0	Parity with retail service
DS1	Parity with retail service
DS3 and higher bit-rate services (aggregate)	Parity with retail service
Frame Relay	Parity with retail service
• Unbundled Network Element – Platform (UNE-P) (POTS)	Parity with like retail service
• Unbundled Network Element – Platform (UNE-P) (Centrex 21 )	Parity with retail Centrex 21
• Unbundled Network Element – Platform(UNE-P) (Centrex)	Parity with retail Centrex
• Line Splitting	Parity with retail RES and BUS POTS
• Loop Splitting <sup>NOTE 1</sup>	Diagnostic
• Line Sharing	Parity with retail RES and BUS POTS
• Sub-Loop Unbundling	<b>CO:</b> Parity with retail ISDN-BRI <b>All Other States:</b> Diagnostic
• LIS Trunks	Parity with Feature Group D (aggregate)
• Unbundled Dedicated Interoffice Transport (UDIT)	
UDIT – DS1 level	Parity with retail DS1 Private Line Service
UDIT – Above DS1 level	Parity with retail Private Lines above DS1 level
Dark Fiber – IOF	Diagnostic
• Unbundled Loops:	
Analog Loop	Parity with retail Res and Bus POTS
Non-loaded Loop (2-wire)	Parity with retail ISDN BRI (designed)
Non-loaded Loop (4-wire)	Parity with retail DS1 Private Line
DS1-capable Loop	Parity with retail DS1 Private Line
xDSL-I capable Loop	Parity with retail DS1 Private Line
ISDN-capable Loop	Parity with retail ISDN BRI (designed)
ADSL-qualified Loop	Parity with retail ISDN BRI (designed)
Loop types of DS3 and higher bit-rates (aggregate)	Parity with retail DS3 and higher bit-rate services (aggregate)
Dark Fiber – Loop	Diagnostic
• E911/911 Trunks	Parity with retail E911/911 Trunks
• Enhanced Extended Loops (EELs) – (DS0 level)	Diagnostic
• Enhanced Extended Loops (EELs) – (DS1 level)	Parity with retail DS1 Private Line
• Enhanced Extended Loops (EELs) – (DS3 level)	Diagnostic

## MR-8 – Trouble Rate (continued)

<b>Availability:</b> Available	<b>Notes:</b> 1. Reporting will begin at the time CLECs order the product, in any quantity, for three consecutive months.
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## MR-9 – Repair Appointments Met

<b>Purpose:</b> Evaluates the extent to which Qwest repairs services for Customers by the appointment date and time.	
<b>Description:</b> Measures the percentage of trouble reports for which the appointment date and time is met. <ul style="list-style-type: none"> <li>Includes all trouble reports closed during the reporting period, subject to exclusions specified below.</li> <li>Time measured is from date and time that Qwest is first notified of the trouble by CLEC to date and time trouble is cleared.</li> </ul>	
<b>Reporting Period:</b> One month	<b>Unit of Measure:</b> Percent
<b>Reporting Comparisons:</b> CLEC aggregate, individual CLEC and Qwest Retail results	<b>Disaggregation Reporting:</b> Statewide level. Results for listed services will be disaggregated and reported according to trouble reports involving: MR-9A Dispatches within <a href="#">MSAs</a> ; MR-9B Dispatches outside MSAs; and MR-9C No dispatches.
<b>Formula:</b> [(Total Trouble Reports Cleared by appointment date and time) ÷ (Total Trouble Reports Closed in the Reporting Period)] x 100	
<b>Exclusions:</b> <ul style="list-style-type: none"> <li>Trouble reports coded as follows: <ul style="list-style-type: none"> <li>For products measured from MTAS data, trouble reports coded to disposition codes for: Customer Action; Non-Telco Plant; Trouble Beyond the Network Interface; and Miscellaneous – Non-Dispatch, non-Qwest (includes CPE, Customer Instruction, Carrier, Alternate Provider).</li> </ul> </li> <li>Subsequent trouble reports of any trouble before the original trouble report is closed.</li> <li>Information tickets generated for internal Qwest system/network monitoring purposes.</li> <li>Time delays due to “no access” are excluded from repair time by using the rescheduled appointment time to determine if the repair appointment is met.</li> <li>Trouble reports on the day of installation before the installation work is reported by the technician/installer as complete.</li> <li>Records involving official company services.</li> <li>Records with invalid trouble receipt dates.</li> <li>Records with invalid cleared or closed dates.</li> <li>Records with invalid product codes.</li> <li>Records missing data essential to the calculation of the measurement per the PID.</li> </ul>	
<b>Product Reporting:</b> Resale: Residential single line service Business single line service Centrex Centrex 21 PBX Trunks Basic ISDN Unbundled Elements – Platform (UNE-P) (POTS)	<b>Standard:</b> Parity
<b>Availability:</b> Available	<b>Notes:</b>

## MR-10 – Customer and Non-Qwest Related Trouble Reports

<p><b>Purpose:</b> Evaluates the extent that trouble reports were customer related, and provides diagnostic information to help address potential issues that might be raised by the core maintenance and repair performance indicators.</p>	
<p><b>Description:</b> Measures the percentage of all trouble reports that are attributed to the customer as a percentage of all trouble reports resolved during the reporting period, subject to exclusions specified below. Includes trouble reports closed during the reporting period coded as follows:</p> <ul style="list-style-type: none"> <li>• For products measured from MTAS data, trouble reports coded to disposition codes for: Customer Action; Non-Telco Plant, Trouble Beyond the Network Interface; and Miscellaneous – Non-Dispatch, non-Qwest (includes CPE, Customer Instruction, Carrier, Alternate Provider) and trouble reports involving a "no access" delay for <a href="#">MSA</a> type disaggregated products.</li> <li>• For products measured from WFA (Workforce Administration) data trouble reports coded to trouble codes for Carrier Action (IEC) and Customer Provided Equipment (CPE).</li> </ul>	
<p><b>Reporting Period:</b> One month</p>	<p><b>Unit of Measure:</b> Percent</p>
<p><b>Reporting Comparisons:</b> CLEC aggregate, individual CLEC and Qwest Retail results</p>	<p><b>Disaggregation Reporting:</b> Statewide level.</p>
<p><b>Formula:</b>  <math display="block">\left[ \frac{\text{(Number of Trouble Reports coded to disposition codes specified above)}}{\text{(Total Number of Trouble Reports Closed in the Reporting Period)}} \right] \times 100</math> </p>	
<p><b>Exclusions:</b></p> <ul style="list-style-type: none"> <li>• Subsequent trouble reports of any trouble before the original trouble report is closed</li> <li>• Information tickets generated for internal Qwest system/network monitoring purposes.</li> <li>• Records involving official company services.</li> <li>• Records with invalid trouble receipt dates.</li> <li>• Records with invalid cleared or closed dates.</li> <li>• Records with invalid product codes.</li> <li>• Records missing data essential to the calculation of the measurement per the PID.</li> <li>• Trouble reports on the day of installation before the installation work is reported by the technician/installer as complete.</li> </ul>	



## MR-10 Customer and Non-Qwest Related Trouble Reports (continued)

<b>Product Reporting:</b>	<b>Standards:</b>
• Resale	
Residential single line service	Diagnostic
Business single line service	Diagnostic
Centrex	Diagnostic
Centrex 21	Diagnostic
PBX Trunks	Diagnostic
Basic ISDN	Diagnostic
• Unbundled Network Element – Platform (UNE-P) (POTS)	Diagnostic
• Unbundled Network Element – Platform (UNE-P) (Centrex 21 )	Diagnostic
• Unbundled Network Element – Platform (UNE-P) (Centrex)	Diagnostic
• Resale	
Primary ISDN	Diagnostic
DS0	Diagnostic
DS1	Diagnostic
DS3 and higher bit-rate services (aggregate)	Diagnostic
Frame Relay	Diagnostic
• LIS Trunks	Diagnostic
• Unbundled Dedicated Interoffice Transport (UDIT)	
UDIT – DS1 level	Diagnostic
UDIT – Above DS1 level	Diagnostic
• Unbundled Loops:	
Analog Loop	Diagnostic
Non-loaded Loop (2-wire)	Diagnostic
Non-loaded Loop (4-wire)	Diagnostic
DS1-capable Loop	Diagnostic
xDSL-I capable Loop	Diagnostic
ISDN-capable Loop	Diagnostic
ADSL-qualified Loop	Diagnostic
Loop types of DS3 and higher bit-rates (aggregate)	Diagnostic
• E911/911 Trunks	Diagnostic
<b>Availability:</b> Available	<b>Notes:</b>

## MR-11 – LNP Trouble Reports Cleared within Specified Timeframes

<p><b>Purpose:</b> Evaluates timeliness of clearing LNP trouble reports, focusing on the degree to which residence and business, disconnect-related, out-of-service trouble reports are cleared within four business hours and all LNP-related trouble reports are cleared within 48 hours.</p>	
<p><b>Description:</b> MR-11A: Measures the percentage of specified LNP-only (i.e., not unbundled-loop), residence and business, out-of-service trouble reports that are cleared within four business hours of Qwest receiving these trouble reports from CLECs.</p> <ul style="list-style-type: none"> <li>Includes only trouble reports that are received on or before the currently-scheduled due date of the actual LNP-related disconnect time/date, or the next <a href="#">business day</a>, that are confirmed to be caused by disconnects being made before the scheduled time, and that are closed during the reporting period, subject to exclusions specified below.</li> </ul> <p>MR-11B: Measures the percentage of specified LNP-only trouble reports that are cleared within 48 hours of Qwest receiving these trouble reports from CLECs.</p> <ul style="list-style-type: none"> <li>Includes all LNP-only trouble reports, received within four calendar days of the actual LNP-related disconnect date and closed during the reporting period.</li> </ul> <ul style="list-style-type: none"> <li>The “currently-scheduled due date/time” is the original due date/time established by Qwest in response to CLEC/customer request for disconnection of service ported via LNP or, if CLEC submits to Qwest a timely or untimely request for delay of disconnection, it is the CLEC/customer-requested later date/time.</li> <li>A request for delay of disconnection is considered timely if received by Qwest before 8:00 p.m. MT on the due date that Qwest has on record at the time of the request.</li> <li>A request for delay of disconnection is considered untimely if received by Qwest after 8:00 p.m. MT on the due date and before 12:00 p.m. MT (noon) on the day after the due date</li> <li>Time measured is from the date and time Qwest receives the trouble report to the date and time trouble is cleared.</li> </ul>	
<p><b>Reporting Period:</b> One month</p>	<p><b>Unit of Measure:</b> Percent</p>
<p><b>Reporting Comparisons:</b> CLEC Aggregate and Individual CLEC</p>	<p><b>Disaggregation Reporting:</b> Statewide level (all are “non-dispatched”).</p>
<p><b>Formula:</b> MR-11A = [(Number of specified out-of-service LNP-only Trouble Reports, for LNP-related troubles confirmed to be caused by disconnects, that Qwest executed before the currently-scheduled due date/time, that were closed in the reporting period and cleared within four business hours) ÷ (Total Number of specified out of service LNP-only Trouble Reports for LNP-related troubles confirmed to be caused by disconnects that Qwest executed before the currently-scheduled due date/time, that were closed in the reporting period)] x 100</p> <p>MR-11B = [(Number of specified LNP-only Trouble Reports closed in the reporting period that were cleared within 48 hours) ÷ (Total Number of specified LNP-only Trouble Reports closed in the reporting period)] x 100</p>	

## MR-11 – LNP Trouble Reports Cleared within Specified Timeframes (Continued)

<p><b>Exclusions:</b></p> <ul style="list-style-type: none"> <li>• Trouble reports attributed to customer or non-Qwest reasons</li> <li>• Trouble reports not related to valid requests (LSRs) for LNP and associated disconnects.</li> <li>• Subsequent trouble reports of LNP trouble before the original trouble report is closed.</li> <li>• For MR-11B only: Trouble reports involving a “no access” delay.</li> <li>• Information tickets generated for internal Qwest system/network monitoring purposes.</li> <li>• Records involving official company services.</li> <li>• Records with invalid trouble receipt dates.</li> <li>• Records with invalid cleared or closed dates.</li> <li>• Records with invalid product codes.</li> <li>• Records missing data essential to the calculation of the measurement per the PID.</li> </ul>	
<p><b>Product Reporting:</b> LNP</p>	<p><b>Standards:</b></p> <p><u>MR-11A:</u></p> <ul style="list-style-type: none"> <li>• If OP-17 result meets its standard, the MR-11A standard is Diagnostic.</li> <li>• If OP-17 result does not meet its standard, the MR-11A standard is as follows: <ul style="list-style-type: none"> <li>– For 0-20 trouble reports*: No more than 1 ticket cleared in &gt; four business hours</li> <li>– For &gt; 20 trouble reports*: The lesser of 95% or Parity with MR-3C results for Retail Residence and Business</li> </ul> </li> </ul> <p><u>MR-11B:</u></p> <ul style="list-style-type: none"> <li>• For 0-20 trouble reports**: No more than 1 ticket cleared &gt; 48 hours</li> <li>• For &gt; 20 trouble reports**: The lesser of 95% or Parity with MR-4C results for Retail Residence and Business</li> </ul> <p>* Based on MR-11A denominator.</p> <p>** Based on MR-11B denominator.</p>
<p><b>Availability:</b> Available</p>	<p><b>Notes:</b></p>

## Billing

### BI-1 – Time to Provide Recorded Usage Records

<p><b>Purpose:</b> Evaluates the timeliness with which Qwest provides recorded daily usage records to CLECs.</p>	
<p><b>Description:</b> Measures the average time interval from date of recorded daily usage to date usage records are transmitted or made available to CLECs as applicable.</p> <p>BI-1A – Measures recorded daily usage for UNEs and Resale and includes industry standard electronically transmitted usage records for feature group switched access,<sup>NOTE 1</sup> local measured usage, local message usage, toll usage, and local exchange service components priced on a per-use basis, subject to exclusions specified below.</p> <p>BI-1B – Measures the percent of recorded daily usage for Jointly provided switched access provided within four days. This includes usage created by the CLEC and Qwest or IXC providing access, usually via 2-way Feature Group X trunk groups for Feature Group A, Feature Group B, Feature Group D, Phone to Phone IP Telephony, 8XX access, and 900 access and their successors or similar Switched Access services.</p> <p>BI-1C – Provides separate reporting for two elements captured in BI-1A above, as follows:</p> <ul style="list-style-type: none"> <li>• BI-1C-1 – Measures recorded daily usage for UNEs and Resale and includes industry standard electronically transmitted usage records for feature group switched access,<sup>NOTE 1</sup> subject to exclusions specified below.</li> <li>• BI-1C-2 – Measures recorded daily usage for UNEs and Resale and includes industry standard electronically transmitted usage records for local measured usage, local message usage, toll usage, and local exchange service components priced on a per-use basis, subject to exclusions specified below.</li> </ul>	
<p><b>Reporting Period:</b> One month</p>	<p><b>Unit of Measure:</b> BI-1A, BI-1C-1, BI-1C-2: Average <a href="#">Business Days</a> BI-1B: Percent</p>
<p><b>Reporting Comparisons:</b> CLEC aggregate, individual CLECs, and Qwest Retail results</p>	<p><b>Disaggregation Reporting:</b> State level.</p>
<p><b>Formula:</b> BI-1A, BI-1C-1, BI-1C-2 (for specified products &amp; records) = <math>\sum(\text{Date Record Transmitted or made available} - \text{Date Usage Recorded}) \div (\text{Total number of records})</math></p> <p>BI-1B = <math>[(\# \text{ of daily usage records for Jointly provided switched access sent within four days}) \div (\text{Total daily usage records for Jointly provided switched access in the report period})] \times 100</math></p>	
<p><b>Exclusions:</b></p> <ul style="list-style-type: none"> <li>• Instances where the CLEC requests other than daily usage transmission or availability.</li> <li>• Duplicate records.</li> </ul>	
<p><b>Product Reporting:</b></p> <ul style="list-style-type: none"> <li>• UNEs and Resale</li> <li>• Jointly-provided Switched Access</li> </ul>	<p><b>Standards:</b> BI-1A: Parity with Qwest retail. BI-1B: 95% within 4 business days BI-1C-1, BI-1C-2: Diagnostic Comparison with the Qwest Retail results used in standard for BI-1A</p>
<p><b>Availability:</b> Available</p>	<p><b>Notes:</b> 1. “Feature group switched access” includes all type 110XXX detail records for Feature Groups A, B, C, and D.</p>

## BI-2 – Invoices Delivered within 10 Days

<b>Purpose:</b> Evaluates the timeliness with which Qwest delivers industry standard electronically transmitted bills to CLECs, focusing on the percent delivered within ten calendar days.	
<b>Description:</b> Measures the percentage of invoices that are delivered within ten days, based on the number of days between the bill date and bill delivery. <ul style="list-style-type: none"> <li>Includes all industry standard electronically transmitted invoices for local exchange services and toll, subject to exclusions specified below.</li> </ul>	
<b>Reporting Period:</b> One month	<b>Unit of Measure:</b> Percent
<b>Reporting Comparisons:</b> Combined Qwest Retail/CLEC results (Parity by design)	<b>Disaggregation Reporting:</b> State level
<b>Formula:</b> $\left[ \frac{\text{Count of Invoices for which Bill Transmission Date to Bill Date is ten calendar days or less}}{\text{Total Number of Invoices}} \right] \times 100$	
<b>Exclusions:</b> <ul style="list-style-type: none"> <li>Bills transmitted via paper, magnetic tape, CD-ROM, diskette.</li> <li>Records with missing data essential to the calculation of the measurement per the PID.</li> </ul>	
<b>Product Reporting:</b> <ul style="list-style-type: none"> <li>UNEs and Resale</li> </ul>	<b>Standard:</b> Parity by design.
<b>Availability:</b> Available	<b>Notes:</b>

### BI-3 – Billing Accuracy – Adjustments for Errors

<b>Purpose:</b> Evaluates the accuracy with which Qwest bills CLECs, focusing on the percentage of billed revenue adjusted due to errors.	
<b>Description:</b> Measures the billed revenue minus amounts adjusted off bills due to errors, as a percentage of total billed revenue. <ul style="list-style-type: none"> <li>• Both the billed revenue and amounts adjusted off bills due to error are calculated from bills rendered in the reporting period.</li> <li>• “Amounts adjusted off bills due to errors” is the sum of all bill adjustments made in the reporting period that involve, either in part or in total, adjustment codes related to billing errors. (Each adjustment thus qualifying is added to the sum in its entirety.)</li> </ul>	
<b>Reporting Period:</b> One month	<b>Unit of Measure:</b> Percent
<b>Reporting Comparisons:</b> CLEC aggregate, individual CLECs, and Qwest Retail results	<b>Disaggregation Reporting:</b> State level.
<b>Formula:</b> $\left[ \frac{\sum(\text{Total Billed Revenue Billed in Reporting Period} - \text{Amounts Adjusted Off Bills Due to Errors})}{\text{Total Billed Revenue billed in Reporting Period}} \right] \times 100$	
<b>Exclusions:</b> <ul style="list-style-type: none"> <li>• BI-3A - UNEs and Resale – None</li> <li>• BI-3B - Reciprocal Compensation Minutes of Use – Billing adjustments as a result of CLEC-caused errors in return of minutes of use</li> </ul>	
<b>Product Reporting:</b> <ul style="list-style-type: none"> <li>• BI-3A - UNEs and Resale</li> <li>• BI-3B - Reciprocal Compensation Minutes of Use (MOU)</li> </ul>	<b>Standards:</b> <ul style="list-style-type: none"> <li>• BI-3A – UNEs and Resale: 98%</li> <li>• BI-3B – Reciprocal Compensation (MOU) – 95%</li> </ul>
<b>Availability:</b> <p style="text-align: center;">Available</p>	<b>Notes:</b>

## BI-4 – Billing Completeness

<b>Purpose:</b> <ul style="list-style-type: none"> <li>• UNEs and Resale – Evaluates the completeness with which Qwest reflects non-recurring and recurring charges associated with completed service orders on the bills.</li> <li>• Reciprocal Compensation Minutes of Use (MOU) – Evaluates the completeness with which Qwest reflects the revenue for Local Minutes of Use associated with CLEC local traffic over Qwest’s network on the bills.</li> </ul>	
<b>Description:</b>  BI-4A – UNEs and Resale: Measures the percentage of non-recurring and recurring charges associated with completed service orders appear on the correct bill.*  BI-4B – Reciprocal Compensation (MOU): Measures the percentage of revenue associated with local minutes of use appearing on the correct (current) bill.*  * Correct bill = next available bill	
<b>Reporting Period:</b> One month	<b>Unit of Measure:</b> Percent
<b>Reporting Comparisons:</b> CLEC aggregate, individual CLECs, and Qwest Retail results	<b>Disaggregation Reporting:</b> Statewide level.
<b>Formula:</b> BI-4A – UNEs and Resale = $[\sum(\text{Count of service orders with non-recurring and recurring charges associated with completed service orders on the bills that are billed on the correct bill} \div \text{total count of service orders with non-recurring and recurring charges associated with completed service orders billed on the bill})] \times 100$  BI-4B – Reciprocal Compensation MOU = $[\sum(\text{Revenue for Local Minutes of Use billed on the correct* bill} \div \text{Total revenue for Local Minutes of Use collected during the month})] \times 100$	
<b>Exclusions:</b> None	
<b>Product Reporting:</b> <ul style="list-style-type: none"> <li>• UNEs and Resale</li> <li>• Reciprocal Compensation (MOU)</li> </ul>	<b>Standards:</b> <b>BI-4A</b> - UNEs and Resale: Parity with Qwest Retail bills. <b>BI-4B</b> - Reciprocal Compensation (MOU): 95%
<b>Availability:</b>  Available	<b>Notes:</b>

## Database Updates

### DB-1 – Time to Update Databases

<p><b>Purpose:</b> Evaluates the time required for updates to the databases of E911, LIDB, and Directory Builder.</p>	
<p><b>Description:</b></p> <ul style="list-style-type: none"> <li>Measures the average time required to update the databases of E911, LIDB, and Directory Builder.</li> <li>Includes all database updates as specified under Disaggregation Reporting completed during the reporting period.</li> <li>For DB-1A the time to update the E911 database is provided by the third party vendor that performs the update. The elapsed time is captured automatically by the database system. There are no “individual E911 database update records” provided with which to measure the database update process.</li> <li>The numerator of DB-1A is calculated by multiplying the vendor-calculated results (Average Minutes in Process Time) by the denominator (Count of records Processed). This method produces a result from the vendor data that is the same as that which would be produced by totalling the update times from individual E911 database update records.</li> </ul>	
<p><b>Reporting Period:</b> One month</p>	<p><b>Unit of Measure:</b> E911 – Hrs: Mins. LIDB &amp; Directory Listings – Seconds</p>
<p><b>Reporting Comparisons:</b> DB-1A - E911: Combined results for Qwest Retail and Reseller CLEC Aggregate; DB-1B - LIDB: Combined results for all Qwest Retail, Reseller CLEC and Facilities Based CLEC updates; DB-1C-1 - Listings: Combined results for all Provider types including Qwest Retail, Reseller CLEC, and Facilities Based CLEC, ILEC and Unknown Provider, Electronically Submitted, Electronically Processed updates. <sup>NOTE 1</sup></p>	<p><b>Disaggregation Reporting:</b> DB-1A: E911 for Qwest Retail and Reseller CLEC–State level DB-1B: LIDB for Qwest Retail, Reseller CLEC and Facilities Based CLEC – Multi state region-wide level DB-1C-1: Listings for all Provider types including Qwest Retail, Reseller CLEC, and Facilities Based CLEC, ILEC and Unknown Provider, Electronically Submitted, Electronically Processed–Sub-region applicable to state</p>
<p><b>Formula:</b>  <math display="block">\frac{\sum[(\text{Date and Time of database update for each database update as specified under Disaggregation Reporting in the reporting period}) - (\text{Date and Time of submissions of data for entry into the database for each database update as specified under Disaggregation Reporting in the reporting period})]}{\text{Total database updates as specified under Disaggregation Reporting completed in the reporting period}}</math> </p>	
<p><b>Exclusion:</b></p> <ul style="list-style-type: none"> <li>Invalid start/stop dates/times.</li> </ul>	



## DB-1 – Time to Update Databases (continued)

<b>Product Reporting:</b> Not applicable (Reported by database type)	<b>Standards:</b> DB-1A-E911: Parity by design DB-1B-LIDB: Parity by design DB-1C-1 - Listings: Parity by design
<b>Availability:</b> Available	<b>Notes:</b> 1. Because they cannot be separated, results for Qwest Retail, Reseller CLEC, Facilities-based CLECs, ILEC and Unknown Provider updates are reported combined within these disaggregations.

## DB-2 – Accurate Database Updates

<b>Purpose:</b> Evaluates the accuracy of database updates completed without errors in the reporting period.	
<b>Description:</b> <ul style="list-style-type: none"> <li>Measures the percentage of database updates completed without errors in the reporting period.</li> <li>Includes all database updates as specified under Disaggregation Reporting completed during the reporting period.</li> </ul>	
<b>Reporting Period:</b> One month	<b>Unit of Measure:</b> Percent
<b>Reporting Comparisons:</b> DB-2C-1 Listings – Combined results for all Qwest Retail, Reseller CLEC and Facilities-Based CLEC Electronically Submitted, Electronically Processed updates	<b>Disaggregation Reporting:</b> DB-2C-1, Listings for Qwest Retail, Reseller CLEC, and Facilities-Based CLEC Electronically Submitted, Electronically Processed updates: Statewide
<b>Formula:</b> [Total database updates as specified under Disaggregation Reporting completed without errors in the reporting period ÷ Total database updates as specified under Disaggregation Reporting completed in the reporting period] x 100	
<b>Exclusions:</b> Invalid start/stop dates/times.	
<b>Product Reporting:</b> Not applicable (Reported by database type)	<b>Standards:</b> DB-2C-1 – Listings: Parity by design <sup>NOTE 1</sup>
<b>Availability:</b> Available	<b>Notes:</b> <ol style="list-style-type: none"> <li>Qwest retail and Reseller CLECs are parity by design. Because Facilities-based CLEC Electronically Submitted, Electronically Processed cannot be separated out from Reseller CLECs they are reported combined within this disaggregation.</li> </ol>

## Directory Assistance

### DA-1 – Speed of Answer – Directory Assistance

<p><b>Purpose:</b> Evaluates timeliness of customer access to Qwest’s Directory Assistance operators, focusing on how long it takes for calls to be answered.</p>	
<p><b>Description:</b> Measures the average time following first ring until a call is first picked up by the Qwest agent/system to answer Directory Assistance calls.</p> <ul style="list-style-type: none"> <li>• Includes all calls to Qwest directory assistance during the reporting period.</li> <li>• Because a system (electronic voice) prompts for city, state, and listing requested before the actual operator comes on the line, the first ring is defined as when the voice response unit places the call into queue.</li> <li>• Measurements are taken by sampling calls from the network queue at 10-second intervals. A count of calls in the queue is taken for every sampling event (10-second snapshot), and this count is multiplied by 10 to get a measurement of waiting intervals.</li> <li>• Using this method, calls that enter the queue after a sample is taken but exit before the next sample is taken are not counted, i.e., are effectively counted as a zero interval. However, this situation is offset by calls that enter just prior to a sampling time, but exit before the next sampling time, and which are counted as 10 seconds. The call intervals shorter than 10 seconds that are counted as 10 seconds are offset by those calls shorter than 10 seconds that are not counted.</li> </ul>	
<p><b>Reporting Period:</b> One month</p>	<p><b>Unit of Measure:</b> Seconds</p>
<p><b>Reporting Comparisons:</b> Results for Qwest and all CLECs are combined.</p>	<p><b>Disaggregation Reporting:</b> Sub-region applicable to state</p>
<p><b>Formula:</b>  <math display="block">\Sigma[(\text{Date and Time of Call Answer}) - (\text{Date and Time of First Ring})] \div (\text{Total Calls Answered by Center})</math> </p>	
<p><b>Exclusions:</b> Abandoned Calls are not included in the total number of calls answered by the center.</p>	
<p><b>Product Reporting:</b> None</p>	<p><b>Standard:</b> Parity by design</p>
<p><b>Availability:</b>  Available</p>	<p><b>Notes:</b></p>

## Operator Services

### OS-1 – Speed of Answer – Operator Services

<b>Purpose:</b> Evaluates timeliness of customer access to Qwest’s operators, focusing on how long it takes for calls to be answered.	
<b>Description:</b> Measures the time following first ring until a call is answered by the Qwest agent. <ul style="list-style-type: none"> <li>• Includes all calls to Qwest’s operator services during the reporting period, subject to exclusions specified below.</li> <li>• Measurements are taken by sampling calls from the network queue at 10-second intervals. A count of calls in the queue is taken for every sampling event (10-second snapshot), and this count is multiplied by 10 to get a measurement of waiting intervals.</li> <li>• Using this method, calls that enter the queue after a sample is taken but exit before the next sample is taken are not counted, i.e., are effectively counted as a zero interval. However, this situation is offset by calls that enter just prior to a sampling time, but exit before the next sampling time, and which are counted as 10 seconds. The call intervals shorter than 10 seconds that are counted as 10 seconds are offset by those calls shorter than 10 seconds that are not counted.</li> </ul>	
<b>Reporting Period:</b> One month	<b>Unit of Measure:</b> Seconds
<b>Reporting Comparisons:</b> Qwest and all CLECs are aggregated in a single measure.	<b>Disaggregation Reporting:</b> Sub-region applicable to state
<b>Formula:</b> $\Sigma[(\text{Date and Time of Call Answer}) - (\text{Date and Time of First Ring})] \div (\text{Total Calls Answered by Center})$	
<b>Exclusions:</b> Abandoned Calls are not included in the total number of calls answered by the center.	
<b>Product Reporting:</b> None	<b>Standard:</b> Parity by design
<b>Availability:</b>  <div style="text-align: center;">Available</div>	<b>Notes:</b>

# Network Performance

## NI-1 – Trunk Blocking

<b>Purpose:</b> Evaluates factors affecting completion of calls from Qwest end offices to CLEC end offices, compared with the completion of calls from Qwest end offices to other Qwest end offices, focusing on average busy-hour blocking percentages in interconnection or interoffice final trunks.	
<b>Description:</b> Measures the percentage of trunks blocking in interconnection and interoffice final trunks. <ul style="list-style-type: none"> <li>• Includes blocking percentages on all direct final and alternate final interconnection and interoffice trunk groups that are in service during the reporting period, subject to exclusions specified below.</li> </ul>	
<b>Reporting Period:</b> One month	<b>Unit of Measure:</b> Percent Blockage
<b>Reporting Comparisons:</b> CLEC aggregate, individual CLEC, and Qwest Interoffice trunk blocking results.	<b>Disaggregation Reporting:</b> Statewide level. Reports the percentage of trunks blocking in interconnection final trunks, reported by: <ul style="list-style-type: none"> <li>NI-1A Interconnection (LIS) trunks to Qwest tandem offices, with TGSR-related exclusions applied as specified below;</li> <li>NI-1B LIS trunks to Qwest end offices, with TGSR-related exclusions applied as specified below;</li> <li>NI-1C LIS trunks to Qwest tandem offices, without TGSR-related exclusions;</li> <li>NI-1D LIS trunks to other Qwest end offices, without TGSR-related exclusions.</li> </ul>
<b>Formula:</b> $\left\{ \left[ \sum (\text{Blockage in Final Trunk Group of Specified Type}) \times (\text{Number of Circuits in Trunk Group}) \right] \div (\text{Total Number of Final Trunk Circuits in all Final Trunk Groups}) \right\} \times 100$ <p>Explanation: Actual average percentage of trunk blockage is calculated by dividing the equivalent average number of trunk circuits blocking by the total number of trunk circuits in final trunks of the type being measured.</p>	
<b>Exclusions:</b> For NI-1A and NI-1B only: <ul style="list-style-type: none"> <li>• Trunk groups, blocking in excess of one percent in the reporting period, for which:                         <ul style="list-style-type: none"> <li>– A Trunk Group Service Request (TGSR) <sup>NOTES 1 &amp; 2</sup> has been issued in the reporting period; or</li> <li>– CLECs do not submit, within 20 calendar days of receiving a TGSR:                                 <ul style="list-style-type: none"> <li>a) Responsive ASRs (or have ASRs pending that are delayed for CLEC reasons <sup>NOTE 3</sup>);</li> <li>b) Trouble Reports; or</li> <li>c) Notification of traffic re-routing (as described in Note 1 below).</li> </ul> </li> </ul> </li> </ul> For NI-1A, NI-1B, NI-1C, and NI-1D: <ul style="list-style-type: none"> <li>• Trunk groups, blocking in excess of one percent in the reporting period, for which Qwest can identify, in time to incorporate in the regular reporting of this measurement, the cause as being attributable to:                         <ul style="list-style-type: none"> <li>– Trunk group out-of-service conditions arising from cable cuts, severe weather, or force majeure circumstances;</li> <li>– The CLEC placing trunks in a “busy” condition;</li> <li>– Lack of interconnection facilities to fulfill LIS requests for which the CLEC did not provide a timely forecast to Qwest. (This portion of the exclusion is limited to being applied in (a) the month the LIS requests could not be fulfilled, due to <a href="#">lack of facilities</a>, and (b) each month thereafter up to the month following facility availability OR up to five months after the month the LIS requests could not be fulfilled, whichever is sooner <sup>NOTE 4</sup>); or</li> <li>– Isolated incidences of blocking, about which Qwest provides notification to the CLEC, that (a) are not recurring or persistent (affecting the same trunk groups), (b) do not warrant corrective action by CLEC or Qwest, and (c) thus, do not require an actionable TGSR.</li> </ul> </li> </ul>	

## NI-1 – Trunk Blocking (Continued)

<ul style="list-style-type: none"> <li>• Trunk groups recently activated that have not been in service for a full “20-high-day, busy hour” review period.</li> <li>• Toll trunks, non-final trunks, and trunks that are not connected to the public switched network.</li> <li>• One-way trunks originating at CLEC end offices.</li> <li>• Qwest official services trunks, local interoffice operator and directory assistance trunks, and local interoffice 911/E911 trunks.</li> <li>• Records with invalid product codes.</li> <li>• Records missing data essential to the calculation of the measurement per the PID.</li> </ul>	
<b>Product Reporting:</b> LIS Trunks	<b>Standards:</b> Where NI-1A ≤ 1%: 1 % Where NI-1A > 1%: Parity with Qwest Interoffice Trunks to tandems Where NI-1B ≤ 1%: 1 % Where NI-1B > 1%: Parity with Qwest Interoffice Trunks to end offices NI-1C and NI-1D: Diagnostic <sup>NOTE 5</sup>
<b>Availability:</b> Available	<b>Notes:</b> <ol style="list-style-type: none"> <li>1. Qwest uses TGSRs to notify CLECs when trunk blocking exceeds standard thresholds or is determined to be persistent. To respond properly to TGSRs, a CLEC must (a) submit within 20 days ASRs to provide necessary trunk augmentations to avoid further blocking, (b) notify Qwest within 20 days that it is initiating a Trouble Report where Qwest traffic routing problems are causing the blocking referenced by the TGSR, or (c) notify Qwest that the CLEC will undertake its own re-routing of traffic within 20 days to alleviate the blocking.</li> <li>2. The TGSR-related exclusion is applied in the month in which the TGSR is issued and in the month in which the above-specified 20-day response period ends. Thus, any trunk group excluded in one month will not be excluded in the next month, unless there is (a) a 20-day period following a TGSR ends in that month, (b) there is another TGSR applicable to the next month for the same trunk group or (c) an exception documented, in lieu of issuing a subsequent TGSR, where the CLEC’s response to the previous TGSR indicated that, for its own reasons, it plans to take no action at any time to augment the trunk group.</li> <li>3. CLEC delays are reflected by CLEC-initiated order supplements that move the due date later.           <ol style="list-style-type: none"> <li>a) Qwest-initiated due date delays, including supplements made pursuant to Qwest requests to delay due dates, shall not be counted as CLEC delays in this measurement.</li> <li>b) Qwest-initiated due date changes to earlier dates that the CLEC does not meet shall not be counted as a CLEC delay in this measurement unless the earlier dates were mutually agreed-upon.</li> <li>c) CLEC delays (e.g., “customer not ready” in advance of a due date) that do not contribute to a Qwest-established due date being missed shall not be counted as a CLEC delay in this measurement.</li> </ol> </li> <li>4. The limitation on part (3) of this exclusion is intended to bound its applicability to a period of time that treats the unforecasted ASR as if it were, in effect, the first forecast for the facilities needed.           <ol style="list-style-type: none"> <li>a) Given that forecast advance intervals are currently six months, this provision allows the exclusion to apply for no longer than that period of time.</li> <li>b) Nevertheless, this limitation to the exclusion also recognizes that facilities may become available sooner and, if so, reduces the limitation accordingly. In that context, this limitation recognizes that, absent a CLEC forecast, Qwest still retains a responsibility to provide facilities for the ASR, although in a longer timeframe than for ASRs covered by forecasts. NI-1C and NI-1D will be reported for information purposes only, with no standard to be applied.</li> <li>c) This limitation may change depending on the outcome of separate workshops dealing with issues of interconnection forecasting.</li> </ol> </li> <li>5. NI-1C and NI-1D will be reported for information purposes only, with no standard to be applied.</li> </ol>

## NP-1 – NXX Code Activation

<p><b>Purpose:</b> Evaluates the timeliness of Qwest's NXX code activation prior to the LERG effective date or by the "revised" effective date, as set forth herein.</p>	
<p><b>Description:</b>            NP-1A: Measures the percentage of NXX codes activated in the reporting period that are actually loaded and tested prior to the LERG effective date or the "revised" date, subject to exclusions shown below.            NP-1B: Measures the percentage of NXX codes activated in the reporting period that are delayed beyond the LERG date or "revised" date due to Qwest-caused Interconnection facility delays, subject to exclusions shown below. Included among activations counted as a Qwest delay in this sub-measurement are cases in which "2-6 codes" <sup>NOTE 1</sup> associated with the Qwest interconnection facilities are provided late by Qwest to the CLEC.</p> <ul style="list-style-type: none"> <li>• Qwest must receive complete and accurate routing information required for code activation, which includes but is not limited to "2-6 codes" for all interconnection trunk groups associated with the activation no less than 25 days prior to the LERG Due Date or Revised Due Date.</li> <li>• The "revised" date, for purposes of this measurement, is a CLEC-initiated renegotiation of the activation effective date that is no less than 25 days after Qwest receives complete and accurate routing information required for code activation, which includes but is not limited to "2-6 codes" for all interconnection trunk groups associated with the activation.</li> <li>• The NXX code activation notice is provided by the LERG (Local Exchange Routing Guide) to Qwest.</li> <li>• NXX code activation is defined as complete when all translations associated with the new NXX are complete by 11:59 p.m. of the day prior to the date identified in the LERG or the "revised" date (if different than the LERG date).</li> <li>• The NXX code activation completion process includes testing, including calls to the test number when provided.</li> </ul>	
<p><b>Reporting Period:</b> One month</p>	<p><b>Unit of Measure:</b> Percent</p>
<p><b>Reporting Comparisons:</b> CLEC aggregate, individual CLEC and Qwest Retail results.</p>	<p><b>Disaggregation Reporting:</b> Statewide.</p>
<p><b>Formula:</b>            NP-1A = [(Number of NXX codes loaded and tested in the reporting period prior to the LERG effective date or the "revised" date) ÷ (Number of NXX codes loaded and tested in the reporting period)] x 100             NP-1B = [(Number of NXX codes loaded and tested in the reporting period that were delayed past the LERG effective date or "revised" date affected by Qwest Interconnection Facility Delays) ÷ (Number of NXX codes loaded and tested in the reporting period, including NXX codes loaded and tested in the reporting period that were delayed past the LERG effective date or the "revised" date due to Interconnection Facility Delays)] x 100</p>	
<p><b>Exclusions:</b>            NP-1A:</p> <ul style="list-style-type: none"> <li>• NXX code activations completed after the LERG date or "revised" date due to delays in the installation of Qwest provided interconnection facilities associated with the activations. <sup>NOTE 2</sup></li> </ul> <p>NP-1A and NP-1B:</p> <ul style="list-style-type: none"> <li>• NXX codes with LERG dates or "revised" dates resulting in loading intervals shorter than industry standard (currently 45 calendar days).</li> <li>• NXX codes where QWEST received complete and accurate routing information required for code activations less than 25 days prior to the LERG due date or Revised due date.</li> </ul>	

## NP-1 – NXX Code Activation (continued)

<b>Product Reporting:</b> None	<b>Standards:</b> NP-1A: Parity NP-1B: Diagnostic
<b>Availability:</b> Available	<b>Notes:</b> <ol style="list-style-type: none"><li>1. "2-6 codes" are industry-standard designators for local interconnection trunk groups, consisting of 2 alpha letters and six numeric digits.</li><li>2. Only Qwest-provided interconnection facilities are noted in this exclusion, because delays related to facilities provided by CLECs or others are accounted for by revising the due date.</li></ol>



# Collocation

## CP-1 – Collocation Completion Interval

### Purpose:

Evaluates the timeliness of Qwest's installation of collocation arrangements for CLECs, focusing on the average time to complete such arrangements.

### Description:

Measures the interval between the Collocation Application Date and Qwest's completion of the collocation installation.

- Includes all collocations of types specified herein that are assigned a [Ready for Service \(RFS\) date](#) by Qwest and completed during the reporting period, subject to exclusions specified below.
- Collocation types included are: physical cageless, physical caged, shared physical caged, physical-line sharing, cageless-line sharing, and virtual. <sup>NOTE 1</sup>
- The Collocation Application Date is the date Qwest receives from the CLEC a complete and valid application for collocation. In cases where the CLEC's collocation application is received by Qwest on a weekend or holiday, the Collocation Application Date is the next [business day](#) following the weekend or holiday.
- Major Infrastructure Modifications include conditioning the collocation space, obtaining permits, and installing DC power plant, standby generators, heating, venting or air conditioning equipment.
- Completion of the collocation installation is the date on which the requested collocation arrangement is "[Ready For Service](#)" as defined in the Definition of Terms section herein.
- **Establishment of RFS Dates:** RFS dates are established according to intervals specified in interconnection agreements. Where an interconnection agreement does not specify intervals, or where the CLEC requests, RFS dates are established as follows:
  - **Collocation Applications with Timely Quote Acceptance and, for Virtual Collocations, also with Timely Equipment Ready** – for collocation applications where the CLEC accepts the quote in seven or fewer calendar days after the quote date and, for virtual collocations, where the CLEC provides the equipment to be collocated to Qwest 53 calendar days or less after the Collocation Application Date, the RFS date shall be:
    - **Forecasted Collocations:** 90 calendar days after the Collocation Application Date for collocations for which the CLEC provides a complete forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
    - **Unforecasted Collocations:** 120 calendar days after the Collocation Application Date for collocations for which the CLEC does not provide a forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
  - **Collocation Applications with Late Quote Acceptance and, for Virtual Collocations, also with Timely Equipment Ready** – for collocation applications where the CLEC accepts the quote in eight or more calendar days after the quote date and, for virtual collocations, where the CLEC provides the equipment to be collocated to Qwest 53 calendar days or less after the Collocation Application Date, the RFS date shall be:
    - **Forecasted Collocations:** 90 calendar days after the quote acceptance date for collocations for which the CLEC provides a complete forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
    - **Unforecasted Collocations:** 120 calendar days after the quote acceptance date for collocations for which the CLEC does not provide a forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
  - **Virtual Collocation Applications with Timely Quote Acceptance and Late Equipment Ready** – for virtual collocation applications where the CLEC (1) accepts the quote in seven or fewer calendar days after the quote date and (2) provides the equipment to be collocated to Qwest more than 53 calendar days after the Collocation Application Date, the RFS date shall be:
    - **Forecasted Collocations:** 45 calendar days after the equipment is provided to Qwest, for collocations for which the CLEC provides a complete forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
    - **Unforecasted Collocations:** 75 calendar days after the equipment is provided to Qwest, for

## CP-1 – Collocation Completion Interval (continued)

collocations for which the CLEC does not provide a forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.

- **Virtual Collocation Applications with Late Quote Acceptance and Late Equipment Ready** – for virtual collocation applications where the CLEC (1) accepts the quote in eight or more calendar days after the quote date and (2) provides the equipment to be collocated to Qwest more than 53 calendar days after the Collocation Application Date, the RFS date shall be:
    - **Forecasted Collocations:** 45 calendar days after the equipment is provided to Qwest, for collocations for which the CLEC provides a complete forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
    - **Unforecasted Collocations:** 75 calendar days after the equipment is provided to Qwest, for collocations for which the CLEC does not provide a forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
  - **All Collocations (physical, virtual, forecasted, or unforecasted) requiring Major Infrastructure Modifications:** the later of (1) up to 150 calendar days (as specified in the quote) after the Collocation Application Date, or (2) for virtual collocations, 45 days following the date equipment to be collocated is provided to Qwest for collocations in which Major Infrastructure Modifications are required. Qwest will provide to the CLEC, as part of the quotation, the need for, and the duration of, such extended intervals.
  - When a CLEC submits six (6) or more Collocation applications in a one-week period in any state, completion intervals will be individually negotiated. These collocation arrangements will be included in CP-1A, -1B, or -1C according to the interval criteria specified below for these measurements.
  - Where there is a CLEC-caused delay, the RFS Date is rescheduled
  - RFS dates may be extended beyond the above intervals for CLEC reasons, or for reasons beyond Qwest's control, but not for Qwest reasons.
  - Where CLECs do not accept the quote within thirty days of the quote date, the application is considered expired.
- CP-1A** Measures collocation installations for which the scheduled interval from Collocation Application Date to RFS date is 90 calendar days or less.
- CP-1B** Measures collocation installations for which the scheduled interval from Collocation Application Date to RFS date is 91 to 120 calendar days.
- CP-1C** Measures collocation installations for which the scheduled interval from Collocation Application Date to RFS date is 121 to 150 calendar days.

<b>Reporting Period:</b> One month	<b>Unit of Measure:</b> Calendar Days
<b>Reporting Comparisons:</b> CLEC aggregate and individual CLEC results	<b>Disaggregation Reporting:</b> Statewide.
<b>Formula:</b> (for CP-1A, CP-1B and CP-1C) $\frac{\Sigma[(\text{Collocation Completion Date}) - (\text{Complete Application Date})]}{(\text{Total Number of Collocations Completed in Reporting Period})}$	

## CP-1 – Collocation Completion Interval (continued)

<p><b>Exclusions:</b></p> <ul style="list-style-type: none"> <li>• CP-1A: CLEC collocation applications with RFS dates yielding scheduled intervals longer than 90 calendar days from Collocation Application Date to RFS date.</li> <li>• CP-1B: CLEC collocation applications with RFS dates yielding scheduled intervals shorter than 91 calendar days or longer than 120 calendar days from Collocation Application Date to RFS date.</li> <li>• CP-1C: CLEC collocation applications with RFS dates yielding scheduled intervals shorter than 121 calendar days or longer than 150 calendar days from Collocation Application Date to RFS date.</li> <li>• Cancelled or expired applications.</li> </ul>	
<p><b>Product Reporting:</b> None</p>	<p><b>Standards:</b>            CP-1A: 90 calendar days            CP-1B: 120 calendar days            CP-1C: 150 calendar days</p>
<p><b>Availability:</b>            Available</p>	<p><b>Notes:</b></p> <ol style="list-style-type: none"> <li>1. Collocations covered by this measurement are central office related. As additional types of central office collocation are defined and offered, they will be included in this measurement. Non-central office-based types of collocation (such as remote collocation and field connection points) will be considered for either inclusion in this measurement, or in new, separate measurements, after the terms, conditions, and processes for such collocation types become finalized, accepted, mature (i.e., six months of experience from first installations), and ordered in volumes warranting reporting (i.e., consistently more than two per month in any state).</li> </ol>

## CP-2 – Collocations Completed within Scheduled Intervals

### Purpose:

Evaluates the extent to which Qwest completes collocation arrangements for CLECs within the standard intervals or intervals established in interconnection agreements.

### Description:

Measures the percentage of collocation applications that are completed within standard intervals, including intervals set forth in interconnection agreements.

- Includes all collocations of types specified herein that are assigned a [Ready for Service Date RFS date](#) by Qwest and that are completed within the reporting period, including those with CLEC-requested RFS dates longer than the standard interval and those with extended RFS dates negotiated with the CLEC (including supplemented collocation orders that extend the RFS date) subject to exclusions specified below. Collocation types included are: physical cageless, physical caged, shared physical caged, physical-line sharing, cageless-line sharing, and virtual.<sup>NOTE 1</sup>
- The Collocation Application Date is the date Qwest receives from the CLEC a complete and valid application for collocation. In cases where the CLEC's collocation application is received by Qwest on a weekend or holiday, the Collocation Application Date is the next [business day](#) following the weekend or holiday.
- Major Infrastructure Modifications are defined as conditioning the collocation space, obtaining permits, and installing DC power plant, standby generators, heating, venting or air conditioning equipment.
- A collocation arrangement is counted as met under this measurement if its RFS date is met.
- Establishment of RFS Dates: RFS dates are established as follows, except where interconnection agreements require different intervals, in which case the intervals specified in the interconnection agreements apply:
  - **Collocation Applications with Timely Quote Acceptance and, for Virtual Collocations, also with Timely Equipment Ready** – for collocation applications where the CLEC accepts the quote in seven or fewer calendar days after the quote date and, for virtual collocations, where the CLEC provides the equipment to be collocated to Qwest 53 calendar days or less after the Collocation Application Date, the RFS date shall be:
    - **Forecasted Collocations**: 90 calendar days after the Collocation Application Date for physical collocations for which the CLEC provides a complete forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
    - **Unforecasted Collocations**: 120 calendar days after the Collocation Application Date for physical collocations for which the CLEC does not provide a forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
  - **Collocation Applications with Late Quote Acceptance and, for Virtual Collocations, also with Timely Equipment Ready** – for collocation applications where the CLEC accepts the quote in eight or more calendar days after the quote date and, for virtual collocations, where the CLEC provides the equipment to be collocated to Qwest 53 calendar days or less after the Collocation Application Date, the RFS date shall be:
    - **Forecasted Collocations**: 90 calendar days after the quote acceptance date for collocations for which the CLEC provides a complete forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
    - **Unforecasted Collocations**: 120 calendar days after the quote acceptance date for collocations for which the CLEC does not provide a forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
  - **Virtual Collocation Applications with Timely Quote Acceptance and Late Equipment Ready** – for virtual collocation applications where the CLEC (1) accepts the quote in seven or fewer calendar days after the quote date and (2) provides the equipment to be collocated to Qwest more than 53 calendar days after the Collocation Application Date, the RFS date shall be:
    - **Forecasted Collocations**: 45 calendar days after the equipment is provided to Qwest, for collocations for which the CLEC provides a complete forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
    - **Unforecasted Collocations**: 75 calendar days after the equipment is provided to Qwest, for collocations for which the CLEC does not provide a forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
- **Virtual Collocation Applications with Late Quote Acceptance and Late Equipment Ready** – for

## CP-2 – Collocations Completed within Scheduled Intervals (continued)

<p>virtual collocation applications where the CLEC (1) accepts the quote in eight or more calendar days after the quote date and (2) provides the equipment to be collocated to Qwest more than 53 calendar days after the Collocation Application Date, the RFS date shall be:</p> <ul style="list-style-type: none"> <li>– <b>Forecasted Collocations:</b> 45 calendar days after the equipment is provided to Qwest, for collocations for which the CLEC provides a complete forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.</li> <li>– <b>Unforecasted Collocations:</b> 75 calendar days after the equipment is provided to Qwest, for collocations for which the CLEC does not provide a forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.</li> <li>• <b>All Collocations (physical, virtual, forecasted, or unforecasted) requiring Major Infrastructure Modifications:</b> the later of (1) up to 150 calendar days (as specified in the quote) after the Collocation Application Date, or (2) for virtual collocations, 45 calendar days following the date equipment to be collocated is provided to Qwest for collocations in which Major Infrastructure Modifications are required. Qwest will provide to the CLEC, as part of the quotation, the need for, and the duration of, such extended intervals.</li> <li>• When a CLEC submits six (6) or more Collocation applications in a one-week period in any state, completion intervals will be individually negotiated. These collocation arrangements will be included in CP-2A, -2B, or -2C according to the criteria specified below for these measurements.</li> <li>• Where there is a CLEC-caused delay, the RFS Date is rescheduled.</li> <li>• Where CLECs do not accept the quote within thirty calendar days of the quote date, the application is considered expired.</li> </ul>	
<b>CP-2A</b>	<b>Forecasted Collocations:</b> Measures collocation installations for which CLEC provides a forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
<b>CP-2B</b>	<b>Non-Forecasted and Late Forecasted Collocations:</b> Measures collocation installations for which CLEC does not provide a forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
<b>CP-2C</b>	<b>All Collocations requiring Major Infrastructure Modifications and Collocations with intervals longer than 120 days:</b> Measures all collocation installations requiring Major Infrastructure Modifications and collocations for which the RFS date is more than 120 calendar days after the Collocation Application Date.
<b>Reporting Period:</b> One month	
<b>Unit of Measure:</b> Percent	
<b>Reporting Comparisons:</b> CLEC aggregate and individual CLEC results	<b>Disaggregation Reporting:</b> Statewide level.
<p><b>Formula:</b> (for CP-2A, CP-2B and CP-2C)  <math display="block">\left[ \frac{\text{Count of Collocations for which the RFS is met}}{\text{Total Number of Collocations Completed in the Reporting Period}} \right] \times 100</math></p>	
<p><b>Exclusions:</b></p> <ul style="list-style-type: none"> <li>• RFS dates missed for reasons beyond Qwest's control.</li> <li>• Cancelled or expired requests.</li> </ul>	
<b>Product Reporting:</b> None	<p><b>Standards:</b></p> <p>CP-2A &amp; -2B: 90%</p> <p>CP-2C: 90%</p>

## CP-2 – Collocations Completed within Scheduled Intervals (continued)

<b>Availability:</b> Available	<b>Notes:</b> 1. Collocations covered by this measurement are central office related. As additional types of central office collocation are defined and offered, they will be included in this measurement. Non-central office-based types of collocation (such as remote collocation and field connection points) will be considered for either inclusion in this measurement, or in new, separate measurements, after the terms, conditions, and processes for such collocation types become finalized, accepted, mature (i.e., six months of experience from first installations), and ordered in volumes warranting reporting (i.e., consistently more than two per month in any state).
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### CP-3 – Collocation Feasibility Study Interval

<b>Purpose:</b> Evaluates the timeliness of the Qwest sub-process function of providing a collocation feasibility study to the CLEC.	
<b>Description:</b> Measures average interval to respond to collocation studies for feasibility of installation. <ul style="list-style-type: none"> <li>Includes feasibility studies, for collocations of types specified herein that are completed in the reporting period, subject to exclusions specified below. Collocation types included are: physical cageless, physical caged, shared physical caged, physical-line sharing, cageless-line sharing, and virtual.<sup>NOTE 1</sup></li> <li>Interval begins with the Collocation Application Date and ends with the date Qwest completes the Feasibility Study and provides it to the CLEC.</li> <li>The Collocation Application Date is the date Qwest receives from the CLEC a complete application for collocation. In cases where the CLEC's application for collocation is received by Qwest on a weekend or holiday, the Collocation Application Date is the next <a href="#">business day</a> following the weekend or holiday.</li> </ul>	
<b>Reporting Period:</b> One month	<b>Unit of Measure:</b> Calendar Days
<b>Reporting Comparisons:</b> CLEC aggregate and individual CLEC results	<b>Disaggregation Reporting:</b> Statewide level.
<b>Formula:</b> $\frac{\sum[(\text{Date Feasibility Study provided to CLEC}) - (\text{Date Qwest receives CLEC request for Feasibility Study})]}{(\text{Total Feasibility Studies Completed in the Reporting Period})}$	
<b>Exclusions:</b> <ul style="list-style-type: none"> <li>CLEC-caused delays of, or CLEC requests for feasibility study completions resulting in greater than ten calendar days from Collocation Application Date to scheduled feasibility study completion date.</li> </ul>	
<b>Product Reporting:</b> None	<b>Standard:</b> 10 calendar days or less
<b>Availability:</b> Available	<b>Notes:</b> <ol style="list-style-type: none"> <li>Collocations covered by this measurement are central office related. As additional types of central office collocation are defined and offered, they will be included in this measurement. Non-central office-based types of collocation (such as remote collocation and field connection points) will be considered for either inclusion in this measurement, or in new, separate measurements, after the terms, conditions, and processes for such collocation types become finalized, accepted, mature (i.e., six months of experience from first installations), and ordered in volumes warranting reporting (i.e., consistently more than two per month in any state).</li> </ol>

## CP-4 – Collocation Feasibility Study Commitments Met

<p><b>Purpose:</b> Evaluates the degree that Qwest completes the sub-process function of providing a collocation feasibility study to the CLEC as committed.</p>	
<p><b>Description:</b> Measures the percentage of collocation feasibility studies for installations that are completed within the Scheduled Interval</p> <ul style="list-style-type: none"> <li>• The Scheduled Interval is ten calendar days from the Collocation Application Date or, if interconnection agreements call for different intervals, within intervals specified in the agreements, or if otherwise delayed by the CLEC, the interval resulting from the delay.</li> <li>• Includes all feasibility studies for collocations of types specified herein, that are completed in the reporting period. Collocation types included are: physical cageless, physical caged, shared physical caged, physical-line sharing, cageless-line sharing, and virtual. <sup>NOTE 1</sup></li> <li>• Considers the interval from the Collocation Application Date to the date Qwest completes the Feasibility Study and provides it to the CLEC.</li> <li>• The Collocation Application Date is the date Qwest receives from the CLEC a complete application for collocation. In cases where the CLEC's application for collocation is received by Qwest on a weekend or holiday, the Collocation Application Date is the next <a href="#">business day</a> following the weekend or holiday.</li> <li>• Subject to superceding terms in the CLEC's interconnection agreement, when a CLEC submits six (6) or more Collocation applications in a one-week period in any state, feasibility study intervals will be individually negotiated and the resulting intervals used instead of ten calendar days in this measurement.</li> </ul>	
<p><b>Reporting Period:</b> One month</p>	<p><b>Unit of Measure:</b> Percent</p>
<p><b>Reporting Comparisons:</b> CLEC aggregate and individual CLEC results</p>	<p><b>Disaggregation Reporting:</b> Statewide level.</p>
<p><b>Formula:</b>  <math display="block">\left[ \frac{\text{(Total Applicable Collocation Feasibility studies completed within Scheduled Intervals)}}{\text{(Total applicable Collocation Feasibility studies completed in the reporting period)}} \right] \times 100</math> </p>	
<p><b>Exclusions:</b> None</p>	
<p><b>Product Reporting:</b> None</p>	<p><b>Standard:</b> 90 percent or more</p>
<p><b>Availability:</b> Available</p>	<p><b>Notes:</b></p> <ol style="list-style-type: none"> <li>1. Collocations covered by this measurement are central office related. As additional types of central office collocation are defined and offered, they will be included in this measurement. Non-central office-based types of collocation (such as remote collocation and field connection points) will be considered for either inclusion in this measurement, or in new, separate measurements, after the terms, conditions, and processes for such collocation types become finalized, accepted, mature (i.e., six months of experience from first installations), and ordered in volumes warranting reporting (i.e., consistently more than two per month in any state).</li> </ol>



## DEFINITION OF TERMS

**Application Date (and Time)** – The date (and time) on which Qwest receives from the CLEC a complete and accurate local service request (LSR) or access service request (ASR) or retail order, subject to the following:

- For the following types of requests/orders, the application date (and time) is the start of the next business day:
  - (1) LSRs and ASRs received after 3:00PM MT for Designed Services and Local Number Portability (except non-designed, flow-through LNP).
  - (2) Retail orders received after 3:00 PM local time for Designed Services.
  - (3) LSRs received after 7:00PM MT for POTS Resale (Residence and Business), Non-Design Resale Centrex, non-designed UNE-P, Unbundled Loops, and non-designed, flow-through LNP.
  - (4) Retail orders for comparable non-designed services cannot be received after closing time, so the cutoff time is essentially the business office closing time.
- For all types of orders that are received from Friday at 7:00 PM MT through Sunday, or on holidays, and do not flow through, the application date (and time) is the next, non-weekend business day.

**Automatic Location Information (ALI)** – The feature of E911 that displays at the Public Safety Answering Point (PSAP) the street address of the calling telephone number. This feature requires a data storage and retrieval system for translating telephone numbers to the associated address. ALI may include Emergency Service Number (ESN), street address, room or floor, and names of the enforcement, fire and medical agencies with jurisdictional responsibility for the address. The Management System (E911) database is used to update the Automatic E911 Location Information databases.

**Bill Date** – The date shown at the top of the bill, representing the date on which Qwest begins to close the bill.

**Blocking** – Condition on a telecommunications network where, due to a maintenance problem or an traffic volumes exceeding trunking capacity in a part of the network, some or all originating or terminating calls cannot reach their final destinations. Depending on the condition and the part of the network affected, the network may make subsequent attempts to complete the call or the call may be completely blocked. If the call is completely blocked, the calling party will have to re-initiate the call attempt.

**Business Day** – Workdays that Qwest is normally open for business. Business Day = Monday through Friday, excluding weekends and Qwest published Holidays including New Year's Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving and Christmas. Individual measurement definitions may modify (typically expanding) this definition as described in the Notes section of the measurement definition.

**Cleared Trouble Report** – A trouble report for which the trouble has been cleared, meaning the customer is "back in service".

**Closed Trouble Report** – A trouble report that has been closed out from a maintenance center perspective, meaning the ticket is closed in the trouble reporting system following repair of the trouble.

**Code Activation (Opening)** – Process by which new NPA/NXXs (area code/prefix) is defined, through software translations to network databases and switches, in telephone networks. Code activation (openings) allow for new groups of telephone numbers (usually in blocks of 10,000) to be made available for assignment to an ILEC's or CLEC's customers, and for calls to those numbers to be passed between carriers.

**Common Channel Signaling System 7 (CCSS7)** – A network architecture used to for the exchange of signaling information between telecommunications nodes and networks on an out-of-band basis. Information exchanged provides for call set-up and supports services and features such as CLASS and database query and response.

**Common Transport** – Trunk groups between tandem and end office switches that are shared by more than one carrier, often including the traffic of both the ILEC and several CLECs.

**Completion** – The time in the order process when the service has been provisioned and service is available.

## DEFINITION OF TERMS (continued)

**Completion Notice** – A notification the ILEC provides to the CLEC to inform the CLEC that the requested service order activity is complete.

**Coordinated Customer Conversion** -- Orders that have a due date negotiated between the ILEC, the CLEC, and the customer so that work activities can be performed on a coordinated basis under the direction of the receiving carrier.

**Customer Requested Due Date** – A specific due date requested by the customer which is either shorter or longer than the standard interval or the interval offered by the ILEC.

**Customer Trouble Reports** – A report that the carrier providing the underlying service opens when notified that a customer has a problem with their service. Once resolved, the disposition of the trouble is changed to closed.

**Dedicated Transport** – A network facility reserved to the exclusive use of a single customer, carrier or pair of carriers used to exchange switched or special, local exchange, or exchange access traffic.

**Delayed Order** – An order which has been completed after the scheduled due date and/or time.

**Directory Assistance Database** – A database that contains subscriber records used to provide live or automated operator-assisted directory assistance. Including 411, 555-1212, NPA-555-1212.

**Directory Listings** – Subscriber information used for DA and/or telephone directory publishing, including name and telephone number, and optionally, the customer's address.

**DS-0** – Digital Service Level 0. Service provided at a digital signal speed commonly at 64 kbps, but occasionally at 56 kbps.

**DS-1** – Digital Service Level 1. Service provided at a digital signal speed of 1.544 Mbps.

**DS-3** – Digital Service Level 3. Service provided at a digital signal speed of 44.736 Mbps.

**Due Date** – The date provided on the Firm Order Confirmation (FOC) the ILEC sends the CLEC identifying the planned completion date for the order.

**End Office Switch** – A switch from which an end users' exchange services are directly connected and offered.

**Final Trunk Groups** – Interconnection and interoffice trunk groups that do not overflow traffic to other trunk groups when busy.

**Firm Order Confirmation (FOC)** – Notice the ILEC sends to the CLEC to notify the CLEC that it has received the CLECs service request, created a service order, and assigned it a due date.

**Flow-Through** – The term used to describe whether a LSR electronically is passed from the OSS interface system to the ILEC legacy system to automatically create a service order. LSRs that do not flow through require manual intervention for the service order to be created in the ILEC legacy system.

**Interval Zone 1/Zone 2** – Interval Zone 1 areas are wire centers for which Qwest specifies shorter standard service intervals than for Interval Zone 2 areas.

**Installation** – The activity performed to activate a service.

**Installation Troubles** – A trouble, which is identified after service order activity and installation, has completed on a customer's line. It is likely attributable to the service activity (within a defined time period).

**Interconnection Trunks** – A network facility that is used to interconnect two switches generally of different local exchange carriers

**Inward Activity** – Refers to all orders for new or additional lines/circuits. For change order types, additional lines/circuits consist of all C orders with "I" and "T" action coded line/circuit USOCs that represent new or additional lines/circuits, including conversions from retail to CLEC and CLEC to CLEC.

**Jeopardy** – A condition experienced in the service provisioning process which results potentially in the inability of a carrier to meet the committed due date on a service order

**Jeopardy Notice** – The actual notice that the ILEC sends to the CLEC when a jeopardy has been identified.

**Lack of Facilities** – A shortage of cable facilities identified after a due date has been committed to a customer, including the CLEC. The facilities shortage may be identified during the inventory assignment process or during the service installation process, and typically triggers a jeopardy.

**Local Exchange Routing Guide (LERG)** – A Bellcore master file that is used by the telecom industry to identify NPA-NXX routing and homing information, as well as network element and equipment designations. The file also includes scheduled network changes associated with activity within the North American Numbering Plan (NANP).

**Local Exchange Traffic** – Traffic originated on the network of a LEC in a local calling area that terminates to another LEC in a local calling area.

## DEFINITION OF TERMS (continued)

**Local Number Portability (formerly defined under Permanent Number Portability and also known as – Long Term Number Portability)** – A network technology which allows end user customers to retain their telephone number when moving their service between local service providers. This technology does not employ remote call forwarding, but actually allows the customer's telephone number to be moved and redefined in the network of the new service provider. The activity to move the telephone number is called "porting."

**Local Service Request (LSR)** – Transaction sent from the CLEC to the ILEC to order services or to request a change(s) be made to existing services.

**MSA/Non-MSA** – Metropolitan Statistical Area is a government defined geographic area with a population of 50,000 or greater. Non-Metropolitan Statistical Area is a government defined geographic area with population of less than 50,000. Qwest depicts MSA Non-MSA based on NPA NXX. Where a wire center is predominantly within an MSA, all lines are counted within the MSA.

**Mechanized Bill** – A bill that is delivered via electronic transmission.

**NXX, NXX Code or Central Office Code** – The three digit switch entity indicator that is defined by the "D", "E", and "F" digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers.

**Plain Old Telephone Service (POTS)** – Refers to basic 2-wire, non-complex analog residential and business services. Can include feature capabilities (e.g., CLASS features).

**Projects** – Service requests that exceed the line size and/or level of complexity which would allow for the use of standard ordering and provisioning processes. Generally, due dates for projects are negotiated, coordination of service installations/changes is required and automated provisioning may not be practical.

**Query Types** – Pre-ordering information that is available to a CLEC that is categorized according to standards issued by OBF and/or the FCC.

**Ready For Service (RFS)** – The status achieved in the installation of a collocation arrangement when all "operational" work has been completed. Operational work consists of the following as applicable to the particular type of collocation:

- Cage enclosure complete;
- DC power is active (including fuses available, BDFB [Battery Distribution Fuse Board] in place, and cables between the CLEC and power terminated);
- Primary AC outlet in place;
- Cable racking and circuit terminations are complete (e.g. fiber jumpers placed between the Outside Plant Fiber Distribution Panel and the Central Office Fiber Distribution Panel serving the CLEC). and
- The following items complete, subject to the CLEC having made required payments to Qwest (e.g., final payment): (If the required CLEC payments have not been made, the following items are not required for RFS):
  - Key turnover made available to CLEC.
  - APOT/CFA complete, as defined/required in the CLEC's interconnection agreement and
  - Basic telephone service and other services and facilities complete, if ordered by CLEC in time to be provided on the scheduled RFS date (per Qwest's published standard installation intervals for such telephone service).

**Ready for Service Date (RFS date)** – The due date assigned to a collocation order (typically determined by regulatory rulings, contract terms, or negotiations with CLEC) to indicate when collocation installation is scheduled to be ready for service, as defined above.

**Reject** – A status that can occur to a CLEC submitted local service request (LSR) when it does not meet certain criteria. There are two types of rejects: (1) syntax, which occur if required fields are not included in the LSR; and (2) content, which occur if invalid data is provided in a field. A rejected service request must be corrected and re-submitted before provisioning can begin.

**Repeat Report** – Any trouble report that is a second (or greater) report on the same telephone number/circuit ID and at the same premises address within 30 days. The original report can be any category, including excluded reports, and can carry any disposition code.

**Service Group Type** – The designation used to identify a category of similar services, .e.g., UNE loops.

**Service Order** – The work order created and distributed in ILECs systems and to ILEC work groups in response to a complete, valid local service request.

## DEFINITION OF TERMS (continued)

**Service Order Type** – The designation used to identify the major types of provisioning activities associated with a local service request.

**Standard Interval** – The interval that the ILEC publishes as a guideline for establishing due dates for provisioning a service request. Typically, due dates will not be assigned with intervals shorter than the standard. These intervals are specified by service type and type of service modification requested. ILECs publish these standard intervals in documents used by their own service representatives as well as ordering instructions provided to CLECs in the Qwest Standard Interval Guidelines.

**Subsequent Reports** – A trouble report that is taken in relation to a previously-reported trouble prior to the date and time the initial report has a status of “closed.”

**Tandem Switch** – Switch used to connect and switch trunk circuits between and among Central Office switches.

**Time to Restore** – The time interval from the receipt, by the ILEC, of a trouble report on a customer’s service to the time service is fully restored to the customer.

**Unbundled Network Element – Platform (UNE-P)** – Combinations of network elements, including both new and conversions, involving POTS (i.e., basic services providing dial tone).

**Unbundled Loop** - The Unbundled Loop is a transmission path between a Qwest Central Office Distribution Frame, or equivalent, and the Loop Demarcation Point at an end user premises. Loop Demarcation Point is defined as the point where Qwest owned or controlled facilities cease, and CLEC, end user, owner or landlord ownership of facilities begins.

**Usage Data** – Data generated in network nodes to identify switched call data on a detailed or summarized basis. Usage data is used to create customer invoices for the calls.

## GLOSSARY OF ACRONYMS

<u>ACRONYM</u>	<u>DESCRIPTION</u>
ACD	Automatic Call Distributor
ADSL	Asymmetric Digital Subscriber Line
ALI	Automatic Line Information (for 911/E911 systems)
ASR	Service Request (processed via Exact system)
BRI	Basic Rate Interface (type of ISDN service)
CABS	Carrier Access Billing System
CKT	Circuit
CLEC	Competitive Local Exchange Carrier
CO	Central Office
CPE	Customer Premises Equipment
CRIS	Customer Record Information System
CSR	Customer Service Record
DA	Directory Assistance
DB	Decibel
DB	Database
DS0	Digital Service 0
DS1	Digital Service 1
DS3	Digital Service 3
E911 MS	E911 Management System
EAS	Extended Area Service
EB-TA	Electronic Bonding – Trouble Administration
EDI	Electronic Data Interchange
EELS	Enhanced Extended Loops
ES	Emergency Services (for 911/E911)
FOC	Firm Order Confirmation
GUI	Graphical User Interface
HDSL	High-Bit-Rate Digital Subscriber Line
HICAP	High Capacity Digital Service
IEC	Interexchange Carrier
ILEC	Incumbent Local Exchange Carrier
INP	Interim Number Portability
IOF	Interoffice Facilities (refers to trunk facilities located between Qwest central offices)
ISDN	Integrated Services Digital Network
IMA	Interconnect Mediated Access
LATA	Local Access Transport Area
LERG	Local Exchange Routing Guide
LIDB	Line Identification Database
LIS	Local Interconnection Service Trunks
LNP	Long Term Number Portability
LSR	Local Service Request
N, T, C	Service Order Types - - N (new), T (to or transfer), C (change)
NANP	North American Numbering Plan
NDM	Network Data Mover
NPAC	Number Portability Administration Center
NXX	Telephone number prefix
OBF	Ordering and Billing Forum
OOS	Out of service (type of trouble condition)
OSS	Operations Support Systems

**GLOSSARY OF ACRONYMS (continued)**

<u>ACRONYM</u>	<u>DESCRIPTION</u>
PBX	Private Branch Exchange
PON	Purchase Order Number
POTS	Plain Old Telephone Service
PRI	Primary Rate Interface (type of ISDN service)
RFS	Ready for Service (refers to collocation installations)
SIA	SAAFE (Strategic Application Architecture Framework and Environment) Information Access
SOP	Service Order Processor
SOT	Service Order Type
SS7	Signaling System 7
STP	Signaling Transfer Point
TN	Telephone Number
UDIT	Unbundled Dedicated Interoffice Transport
UNE	Unbundled Network Element
UNE-P	Unbundled Network Element – Platform
VRU	Voice Response Unit
WFA	Work Force Administration
XDSL	(x) Digital Subscriber Line. (The “x” prefix refers to DSL generically. An “x” replaced by an “A” refers to Asymmetric DSL, and by an “H” refers to High-bit-rate DSL.)

# APPENDIX A

## PO-20 Feature Detail Fields

### Feature Detail

#### **Resale and UNE-P (POTS and Centrex 21):**

##### ***CFN***

Validate the call forwarding TN

##### ***CFNB***

Validate the call forwarding TN

##### ***CFND***

Validate the call forwarding TN

##### ***RCYC***

FID associated with a call forwarding don't answer USOC that determines how many rings before the call forwards to the TN provided with the CFN or CFND FIDs.

##### ***HLN (HLA Hot Line)***

FID associated with the USOC HLA (which is on our USOC list to validate.) The Hot Line feature call forwards automatically to a pre-programmed number. This TN is provided following the HLN FID. The data provided in the Feature Detail section on the LSR will be validated against the HLN FID on the service order to determine whether the FID is present and the TN provided on the LSR with the FID is correct on the service order.

##### ***LINK (HME CALL FORWARDING TO CELLULAR)***

FID associated with the USOC HME (which is on our USOC list to validate.) The HME feature call forwards a call from the landline telephone number to a cellular telephone number. The LINK FID, along with the PCS telephone number provided in the Feature Detail section on the LSR, will be validated against the LINK FID on the service order to determine whether the FID is present and the telephone number provided on the LSR matches the telephone number on the service order.

##### ***DES on DID MBB***

If the CLEC requests a DID voice mailbox the DID number will follow the FID DES on the LSR in the Feature Detail section and on the service order. The DES FID along with the DID telephone number provided in the Feature Detail section on the LSR will be validated against the DES FID on the service order to determine whether the FID is present and the DID telephone number provided on the matches the telephone number on the service order.

## APPENDIX A (continued)

### ***TN on Custom Ring USOC (RGG1A etc.)***

We currently have 9 custom ring USOCs on our PO-20 USOC list. Along with the custom ring USOC is the TN FID. The TN FID along with the custom ring telephone number provided in the Feature Detail section on the LSR will be validated against the TN FID on the service order to determine whether the FID is present and the custom ring telephone provided on the LSR with the FID is correct on the service order. (The validation would only apply if the USOC and FID were present in the Feature Detail section of the LSR.)

### ***CAS (If provided on LSR for SEA)***

Call Screening Code Assignment is a FID associated with the selective class of call feature (which is on our USOC list to validate.) Along with the CAS FID is a two-digit number that indicates what type of screening is being requested. The CAS FID along with a two-digit number is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the two-digit number matches the two-digit number provided on the LSR.

### ***WW (if provided on LSR for TFM)***

Working With is a FID associated with the transfer mailbox feature (which is on our USOC list to validate.) Along with the WW FID is a ten-digit number that indicates where the voice mailbox is located. The WW FID along with the ten-digit number is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the ten-digit number matches the ten-digit number provided on the LSR.

### ***MBOA (if provided on LSR for VFN)***

Mailbox out-dial notification is a FID associated with the message notification feature (which is on our USOC list to validate.) Along with the MBOA FID is a two-digit alphanumeric combination that indicates where the notification will be sent (i.e., identifies pager type.) The MBOA FID along with the two-digit alphanumeric combination is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the two-digit alphanumeric matches the two-digit alphanumeric provided on the LSR.

### ***DES on VGT (if provided on LSR)***

Description is a FID associated with the scheduled greeting feature (which is on our USOC list to validate.) Along with the DES FID is a ten-digit telephone number that reflects the DID mailbox number. The DES FID along with the ten-digit telephone number is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the ten-digit telephone number matches the ten-digit telephone number provided on the LSR.

### ***WLT (WLS Warm Line)***

Warm line timeout is a FID associated with the warm line feature. Along with the WLT FID is a one or two numeric value that indicates the number of seconds that must elapse before the DMS-100 switch sets up the connection for a warm line service number. The WLT FID along with the one or two numeric value is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the one or two numeric value matches the one or two numeric value provided on the LSR.



## APPENDIX A (continued)

### FIDs associated with WFA (800 service line feature which is on our USOC list to validate):

#### ***SIT (if provided on LSR for WFA)***

Special identifying telephone number is a FID associated with the 800 service line feature. Along with the SIT FID is a ten-digit telephone number that reflects the 800, 888, 877, or 866 service line feature. The SIT FID along with the ten-digit telephone number is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the ten-digit telephone number matches the ten-digit telephone number provided on the LSR.

#### ***SIS (if provided on LSR for WFA)***

Special Identifying Telephone Number Supplemental is a FID associated with the 800 service line feature. The SIS FID along with a one-digit number is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the one-digit number matches the one-digit number provided on the LSR.

#### ***ELN (if provided on LSR for WFA)***

800 Service listed name is a FID associated with the 800 service line feature. Along with the ELN FID is a listed name, which follows the format of a business name. The ELN FID along with the name is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the name matches the name provided on the LSR.

#### ***ELA (if provided on LSR for WFA)***

800 listed address is a FID associated with the 800 service line feature. Along with the ELA FID is an address, which follows the format of a listed address plus LATA, State, and ZIP code. The ELA FID along with the address is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the address matches the address provided on the LSR.

#### ***AOS (if provided on LSR for WFA)***

Area of service is a FID associated with the 800 service line feature. Along with the AOS FID are one to two alphanumeric characters and three numeric characters which represents LATA and AC of the address. The AOS FID along with the additional characters are provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the additional characters match the additional characters provided on the LSR.

#### ***ALC (if provided on LSR for WFA)***

IntraLATA carrier is a FID associated with the 800 service line feature. It indicates the IntraLATA carrier for the 800 service. Along with the ALC FID is the three-digit code (OTC) for the IntraLATA carrier. The ALC FID along with the three-digit code is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the three-digit code matches the three-digit code provided on the LSR.

## APPENDIX A (continued)

### Resale and UNE-P Centrex 21

FIDs associated with SO3, SO5, SFB, C2TAX (Electronic Business Set USOCs which are on our USOC list to validate):

***KEY (If provided on LSR for Electronic Business Set EBS USOCs)***

Key Designation (KEY number) is a FID associated with the Electronic Business Set feature. Along with the KEY FID is a numeric value that indicates the key designated for different features or lines on the EBS. The KEY FID along with the numeric value is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the numeric value matches the numeric value provided on the LSR.

***MADN (If provided on LSR for Electronic Business Set EBS USOCs)***

Multiple Appearance Directory Number Call Arrangement is a FID associated with the Electronic Business Set feature. Along with the MADN FID is a set of alpha values that indicate the type, appearance and ring status desired for different features or lines on the EBS. The KEY FID along with the alpha values is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the alpha values match the alpha values provided on the LSR.

***ROL (If provided on LSR for Electronic Business Set EBS USOCs)***

Ring On Line is a FID associated with the Electronic Business Set feature. Along with the ROL FID is an alpha value that indicates if the line will ring (Y or N). The ROL FID along with the alpha value is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the alpha value matches the alpha value provided on the LSR.

***TTYD (If provided on LSR for C2TAX)***

Terminal Type is a FID associated with the adjunct module feature. Along with the TTYD FID is a 4 character alpha value based on customer equipment. The TTYD FID along with the 4 character alpha value is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the 4 character alpha value matches the 4 character alpha value provided on the LSR.

## APPENDIX A (continued)

### FIDs associated with E3PPK (CALL PICK-UP feature which is on our USOC list to validate):

#### ***CPG (If provided on LSR for E3PPK)***

Call Pickup Group is a FID associated with the CALL PICK-UP feature. Along with the CPG FID is a 1-3 digit numeric value that identifies the call pickup group. The CPG FID along with the 1-3 digit numeric value is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the 1-3 digit numeric value matches the 1-3 digit numeric value provided on the LSR.

#### ***CPUO (If provided on LSR for E3PPK)***

Call Pickup-Originating is a FID associated with the CALL PICK-UP feature. Along with the CPUO FID is an alphanumeric value that identifies the call pickup group. The CPUO FID along with the alphanumeric value is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the alphanumeric value matches alphanumeric value provided on the LSR.

#### ***CPUT (If provided on LSR for E3PPK)***

Call Pickup-Terminating is a FID associated with the CALL PICK-UP feature. Along with the CPUT FID is an alphanumeric value that identifies the call pickup group. The CPUT FID along with the alphanumeric value is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the alphanumeric value matches alphanumeric value provided on the LSR.

### FIDs associated with GVJ, EZJ, GVZ, GV2, EVH, GVV (Speed Call feature USOCs that are on our USOC list to validate):

#### ***SCG (If provided on LSR for Speed call USOCs)***

Speed Call Group is a FID associated with the Speed call feature. Along with the SCG FID is a 7 digit numeric value that identifies the controller of the group. The SCG FID along with the 7 digit numeric value is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the 7 digit numeric value matches 7 digit numeric value provided on the LSR.

#### ***CSL (If provided on LSR for Speed call USOCs)***

Change Speed Calling Group List is a FID associated with the Speed call feature. Along with the CSL FID is a 2 digit numeric value that identifies the size of the group list. The CSL FID along with the 2 digit numeric value is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the 2 digit numeric value matches 2 digit numeric value provided on the LSR.

#### ***SCF (If provided on LSR for Speed call USOCs)***

Speed Calling Feature Name is a FID associated with the Speed call feature. Along with the SCF FID is an alphanumeric value that identifies the controller of the shared list. The SCF FID along with the alphanumeric value is provided in the Feature Detail section on the LSR. The PO-20 review will validate that the FID is floated on the service order behind the feature USOC and that the alphanumeric value matches alphanumeric value provided on the LSR.

## **EXHIBIT C**

**See Qwest's Wholesale web-site for the Service Interval Guide.**

## Exhibit D

Date General Information Provided by Qwest: \_\_\_\_\_  
General Agreement : \_\_\_\_\_  
BAN Number(must be assigned before processing): \_\_\_\_\_

### REVISED QWEST RIGHT OF WAY, POLE ATTACHMENT, INNERDUCT OCCUPANCY GENERAL INFORMATION: EFFECTIVE 6/29/01

- 1 **1. PURPOSE.** The purpose of this General Information document is to share information and provide or deny permission to attach and maintain CLEC's facilities ("Facilities") to Qwest Corporation's ("Qwest") Poles, to place Facilities on or within Qwest's Innerduct (collectively "Poles/Innerduct") and to obtain access to Qwest's private right of way ("ROW"), to the extent Qwest has the right to grant such access. This General Information is necessary to determine if Qwest can meet the needs of the CLEC's request but does not guarantee that physical space or access is currently available. Permission will be granted on a first-come, first-serve basis on the terms and conditions set forth in the appropriate agreement pertaining to "Poles/Innerduct".
- 2 **2. PROCESS.** The Qwest process is designed to provide the CLEC the information so as to assist CLEC and Qwest to make Poles, Innerduct and ROW decisions in a cost-efficient manner. The Process has these distinct steps:

2.1 **Inquiry Review - Attachment 1.A (Database Search).** The CLEC is requested to review this document and return Attachment 1.A along with two copies of a map and the nonrefundable Inquiry Fee, calculated in accordance with Attachment 1.A hereto. These fees are intended to cover Qwest's expenses associated with performing an internal record (database) review, preparing a cost estimate for the required field survey, setting up an account, and determining time frames for completion of each task to meet the CLEC's Request. Be sure a BAN number is assigned by the Qwest Service Support Representative for each request before sending an Attachment 1.A. To request a BAN number send an email requesting one to: [wholesale.servicessupportteam@qwest.com](mailto:wholesale.servicessupportteam@qwest.com). Include your name, company, phone number, email address, city and state of our inquiry. A BAN number will be assigned to your inquiry and will be emailed to you along with other materials.

As indicated on Attachment 1.A, a copy of the signed Attachment and maps of the desired route must be emailed to [wholesale.servicessupportteam@qwest.com](mailto:wholesale.servicessupportteam@qwest.com) while the fee must be sent to the Qwest CLEC Joint Use Manager with the original signed Attachment 1.A. The map should clearly show street names and highways along the entire route, and specific locations of entry and exit of the ROW/duct/pole system. Area Maps should be legible and identify all significant geographic characteristics including, but not limited to, the following: Qwest central offices, streets, cities, states, lakes, rivers, mountains, etc. Qwest reserves the right to reject illegible or incomplete maps. If CLEC wishes to terminate at a particular manhole (such as a POI) it must be indicated on the maps. For ROW: Section, Range and Township, to the ¼ section must also be provided.

Qwest will complete the Inquiry review and prepare and return a Poles/Innerduct Verification/ROW Access Agreement Preparation Costs Quotation (Attachment 1.B) to the CLEC generally within ten (10) days or the applicable federal or state law, rule or regulation that governs this Agreement in the state in which Innerduct attachment is requested. In the case of poles, Qwest will assign a Field Engineer and provide his/her name and phone number to the CLEC. The Field Engineer will check the local database and be available for a joint verification with the CLEC. The Poles/Innerduct Verification/ROW Access Agreement Preparation Costs Quotation will be valid for thirty (30) calendar days from the date of quotation. The Inquiry step results only

## Exhibit D

in the location and mapping of Qwest facilities and does not indicate whether space is available. This information is provided with Attachment 1.B.

In the case of ROW, Qwest will prepare and return a ROW information matrix and a copy of agreements listed in the ROW Matrix, within ten (10) days. The ROW Matrix will identify (a) the owner of the ROW as reflected in Qwest's records, and (b) the nature of each ROW (i.e., publicly recorded and non-recorded). The ROW information matrix will also indicate whether or not Qwest has a copy of the ROW agreement in its possession. Qwest makes no representations or warranties regarding the accuracy of its records, and CLEC acknowledges that, to the extent that real property rights run with the land, the original granting party may not be the current owner of the property.

In the case of MDUs, Qwest will prepare and return an MDU information matrix, within ten (10) days, which will identify (a) the owner of the MDU as reflected in Qwest's records, and (b) whether or not Qwest has a copy of the agreement between Qwest and the owner of a specific multi-dwelling unit that grants Qwest access to the multi-dwelling unit in its possession. Qwest makes no representations or warranties regarding the accuracy of its records, and CLEC acknowledges that the original landowner may not be the current owner of the property.

Qwest will provide to CLEC a copy of agreements listed in the Matrices that have not been publicly recorded if CLEC obtains authorization for such disclosure from the third party owner(s) of the real property at issue by an executed version of the Consent to Disclosure form, which is included in Attachment 4. Qwest will redact all dollar figures from copies of agreements listed in the Matrices that have not been publicly recorded that Qwest provides to CLEC. Alternatively, in order to secure any agreement that has not been publicly recorded, a CLEC may provide a legally binding and satisfactory agreement to indemnify Qwest in the event of any legal action arising out of Qwest's provision of such agreement to CLEC. In that event, the CLEC shall not be required to execute the Consent to Disclosure form.

If there is no other effective agreement (*i.e.*, an Interconnection Agreement) between CLEC and Qwest concerning access to Poles, Ducts and ROW, then Attachment 3 must be executed by both parties in order to start the Inquiry Review and in order for CLEC to obtain access to Poles, Ducts and/or ROW.

2.2 Attachment 1.B (Verification) & Attachment 4 (Access Agreement Preparation). With respect to Poles and Innerduct, upon review and acceptance of signed Attachment 1.B and payment of the estimated verification costs by the CLEC, Qwest will conduct facilities verification and provide the requested information which may or may not include the following: a review of public and/or internal Qwest right-of-ways records for restrictions, identification of additional rights-of-way required; a field survey and site investigation of the Innerduct, including the preparation of distances and drawings, to determine availability on existing Innerduct; identification of any make-ready costs required to be paid by the CLEC, if applicable, prior to installing its facilities. In the case of Poles, Attachment 1.B orders the field verification which may be done jointly. A copy of the signed Attachment 1.B should be emailed to [wholesale.servicessupportteam@qwest.com](mailto:wholesale.servicessupportteam@qwest.com) while the appropriate fees should be sent to the Qwest-CLEC Joint Use Manager with the original signed Attachment 1.B. Upon completion of the verification, Attachment 2 will be sent to the CLEC by Qwest.

With respect to ROW, upon review and acceptance of signed Attachment 1.B and payment of the ROW conveyance consideration, Qwest will deliver to the CLEC an executed and acknowledged Access Agreement to the CLEC in the form attached hereto as Attachment 4 (the "Access

## Exhibit D

Agreement"). In the event that the ROW in question was created by a publicly recorded document and Qwest has a copy of such document in its files, a copy of the Right-of-Way Agreement, as defined in the Access Agreement, will be attached to the Access Agreement and provided to the CLEC at the time of delivery of the Access Agreement. If the ROW was created by a document that is not publicly recorded, or if Qwest does not have a copy of the Right-of-Way Agreement in its possession, the Access Agreement will not have a copy of the Right-of-Way Agreement attached. If the ROW was created by a non-publicly recorded document, but Qwest does not have a copy of the Right-of-Way Agreement in its possession, the CLEC must obtain a copy of the Right-of-Way Agreement or other suitable documentation reasonably satisfactory to Qwest to describe the real property involved and the underlying rights giving rise to the Access Agreement.

Although Qwest will provide the identity of the original grantor of the ROW, as reflected in Qwest's records, the CLEC is responsible for determining the current owner of the property and obtaining the proper signature and acknowledgement to the Access Agreement. If Qwest does not have a copy of the Right-of-Way Agreement in its records, it is the responsibility of the CLEC to obtain a copy of the Right-of-Way Agreement. If the ROW was created by a publicly recorded document, the CLEC must record the Access Agreement (with the Right-of-Way Agreement attached) in the real property records of the county in which the property is located. If the ROW was created by a grant or agreement that is not publicly recorded, CLEC must provide Qwest with a copy of the properly executed and acknowledged Access Agreement and, if applicable, properly executed Consent Regarding Disclosure form or letter of indemnification.

Qwest is required to respond to each Attachment 1.B. submitted by CLEC within 35 days of receiving the Attachment 1.B. If access is not granted within 35 days of the submission of the Attachment 1.B, Qwest will confirm the denial in writing by the 35th day.

Poles/Duct Order Attachment 2 (Access). In the case of Poles and Innerduct, upon completion of the inquiry and verification work described in Section 2.2 above, Qwest will provide the CLEC a Poles/Innerduct Order (Attachment 2) containing annual recurring charges, estimated Make-ready costs. Upon receipt of the executed Attachment 2 Order form from the CLEC and applicable payment for the Make-Ready Fees identified, Qwest will assign the CLEC's requested space; Qwest will also commence the Make-ready work within 30 days following payment of the Make-Ready Fees. Qwest will notify CLEC when Poles/Innerduct are ready for attachment or placement of Facilities. A copy of the signed Attachment 2 form should be emailed to [wholesale.servicessupportteam@qwest.com](mailto:wholesale.servicessupportteam@qwest.com) while the payment should go to the Joint Use Manager along with the original signed Attachment 2.

NOTE: Make-ready work performed by Qwest concerns labor only. For Poles it involves rearrangement to accommodate the new attachment. For Innerduct, it involves placing the standard three innerducts in the conduit to accommodate fiber cable where spare conduit exists. Segments without conduit space are considered "blocked". Qwest will consider repair or clearing damaged facilities, but may not construct new facilities as part of Make-ready work.

Construction work to place conduit or replace poles may be required where facilities are blocked. The CLEC may contract separately with a Qwest-approved contractor to complete the construction provided a Qwest inspector inspects the work during and after construction. If other parties benefit from construction, the costs may be divided among the beneficiaries. Construction costs are not included in Attachment 2. The CLEC is not encouraged to sign the Poles/Innerduct Order (Attachment 2) until provisions have been made for construction.

2.4 Provision of ROW/Poles/Innerduct. Qwest agrees to issue to CLEC for any lawful telecommunications purpose, a nonexclusive, revocable Order authorizing CLEC to install,

## Exhibit D

maintain, rearrange, transfer, and remove at its sole expense its Facilities on Poles/Innerduct to the extent owned or controlled by Qwest. Qwest provides access to Poles/Innerduct/ROW in accordance with the applicable federal, state, or local law, rule, or regulation, incorporated herein by this reference, and said body of law, which governs this Agreement in the state in which Poles/Innerduct is provided. Any and all rights granted to CLEC shall be subject to and subordinate to any future federal, state, and/or local requirements. Nothing in this General Information shall be construed to require or compel Qwest to construct, install, modify, or place any Poles/Innerduct or other facility for use by the CLEC.

The costs included in the Poles/Innerduct Verification Fee are used to cover the costs incurred by Qwest in determining if Poles/Innerduct space is available to meet the CLEC's request; however, the CLEC must agree and will be responsible for payment of the actual costs incurred if such costs exceed the estimate. If the actual costs are less than the estimate, an appropriate credit can be provided upon request. If Qwest denies access, Qwest shall do so in writing, specifying the reasons for denial within 45 days of the initial inquiry.

Likewise, the fees included in the ROW processing costs quotation are used to cover the costs incurred by Qwest in searching its databases and preparing the Access Agreement. In the event that complications arise with respect to preparing the Access Agreement or any other aspect of conveying access to Qwest's ROW, the CLEC agrees to be responsible for payment of the actual costs incurred if such costs exceed the standard fees; actual costs shall include, without limitation, personnel time, including attorney time.

### 3. **DISPUTE RESOLUTION**

3.1. Other than those claims over which a federal or state regulatory agency has exclusive jurisdiction, all claims, regardless of legal theory, whenever brought and whether between the parties or between one of the parties to this Agreement and the employees, agents or affiliated businesses of the other party, shall be resolved by arbitration. A single arbitrator engaged in the practice of law and knowledgeable about telecommunications law shall conduct the arbitration in accordance with the then current rules of the American Arbitration Association ("AAA") unless otherwise provided herein. The arbitrator shall be selected in accordance with AAA procedures from a list of qualified people maintained by AAA. The arbitration shall be conducted in the regional AAA office closest to where the claim arose.

3.2. All expedited procedures prescribed by the AAA shall apply. The arbitrator's decision shall be final and binding and judgment may be entered in any court having jurisdiction thereof.

3.3. Other than the determination of those claims over which a regulatory agency has exclusive jurisdiction, federal law (including the provisions of the Federal Arbitration Act, 9 U.S.C. Sections 1-16) shall govern and control with respect to any issue relating to the validity of this Agreement to arbitrate and the arbitrability of the claims.

3.4. If any party files a judicial or administrative action asserting claims subject to arbitration, and another party successfully stays such action and/or compels arbitration of such claims, the party filing the action shall pay the other party's costs and expenses incurred in seeking such stay or compelling arbitration, including reasonable attorney's fees.



**Exhibit D**

**ATTACHMENT 1. A  
Poles/Innerduct/ or ROW Inquiry Preparation Fee**

General Agreement \_\_\_\_\_

BAN Number (one for each route must be assigned before processing): \_\_\_\_\_

Date Submitted: \_\_\_\_\_ Date Replied to CLEC: \_\_\_\_\_

CLEC Name \_\_\_\_\_ Contact name: \_\_\_\_\_

Billing Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ e-mail address: \_\_\_\_\_

State and city of inquiry: \_\_\_\_\_

**Poles/Innerduct Permit Database Search Costs Quotation**

(One Mile Minimum)

	<u>Costs</u>	<u>Est. Miles</u>	<u>Total</u>
1. Pole Inquiry Fee	(see attached pricing chart) X _____	=	\$ _____
2. Innerduct Inquiry Fee	(see attached pricing chart) X _____	=	\$ _____
3. ROW Records Inquiry	(see attached pricing chart) X _____	=	\$ _____
4. Estimated Interval for Completion of Items 1, 2 or 3:	_____ 10 _____		Days
5. Additional requirements of CLEC:	_____		

This Inquiry will result in (a) for Poles and Innerduct: a drawing of the duct or innerduct structure fitting the requested route, if available, and a quote of the charges for field verification, and/or (b) in the case of ROW, a ROW identification matrix, a quote of the charges for preparation of and consideration for, the necessary Access Agreements, and copies of ROW documents in Qwest's Possession. (c) For Poles, the name and telephone number of the Field Engineer are provided so that the CLEC may contact the Qwest Field engineer and discuss attachment plans. If a field verification of poles is required, Attachment 1.B must be completed and the appropriate charges paid. Innerduct verification is always needed.

By signing below and providing payment of the Estimated Costs identified above, the CLEC desires Qwest to proceed with the processing of its database/records search and acknowledges receipt of this General Information, including the General Terms and Conditions under which Qwest offers such Poles/Innerduct. Quotes expire in 30 days.

		Qwest Corporation
Signature		Signature
Name Typed or Printed		Name Typed or Printed
Title		Title
Date		Date

This signed form (original) must be sent with a check for the Inquiry amount (to "Qwest") to:

## Exhibit D

**Manager, Qwest Joint Use, 6912 S Quentin, Suite 101, Englewood, CO 80112 303-784-0387**

A copy of this form must be sent with two acceptably-detailed maps showing the requested route to:

**Qwest Service Representative at: wholesale.servicessupportteam@qwest.com. Put "Agree" on signature line.**

**Exhibit D**

**ATTACHMENT 1.B**

General Agreement \_\_\_\_\_  
 BAN Number: \_\_\_\_\_

**Poles/Innerduct Verification/ROW Access Agreement Preparation Costs Quotation**

Date Nonrefundable Received: \_\_\_\_\_ Date Replied to CLEC: \_\_\_\_\_

**\*\*NOTE: THIS ATTACHMENT WILL BE COMPLETED BY QWEST AND SENT TO THE CLEC FOR SIGNATURE AFTER THE DATABASE INQUIRY IS COMPLETE.\*\***

	Estimated Costs	Number	Total Charge
1. Pole Field Verification Fee (10 pole minimum)	_____	_____	\$ _____
2. Innerduct Field Verification Fee	_____	_____	\$ _____
3. Preparation of private ROW documents	_____	_____	\$ _____
4. Access Agreement Prep. and Consideration \$10/ Access Agreement	_____	_____	\$ _____
5. Estimated Interval to Complete Items 1 or 2 or 3 and/or 4: _____ Working Days			

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

By signing below and providing payment of the Total Estimated Costs identified above, the CLEC desires Qwest to proceed with the processing of its field survey/preparation of Access Agreements, and acknowledges receipt of this General Information, including the General Terms and Conditions under which Qwest offers such ROW/Poles/Innerduct. The CLEC acknowledges the above costs are estimates only and CLEC may be financially responsible for final actual costs which exceed this estimate, or receive credit if requested. Quotes expire in 30 days.

		Qwest Corporation
Signature		Signature
Name Typed or Printed		Name Typed or Printed
Title		Title
Date		Date

The original signed form must be sent with a check for the verification amount to:

## Exhibit D

**Manager, Qwest CLEC Joint Use, 6912 S Quentin, Suite 101, Englewood, CO 80112**

An email copy of this form must be sent to: [wholesale.servicessupportteam@qwest.com](mailto:wholesale.servicessupportteam@qwest.com), with "Agree" on the signature line.

**Exhibit D**

**ATTACHMENT 2  
Poles/Innerduct Order**

General Agreement \_\_\_\_\_

BAN Number: \_\_\_\_\_

**\*\*NOTE: THIS FORM WILL BE COMPLETED BY QWEST AND SENT TO CLEC FOR SIGNATURE\*\***

Make-ready Work required: Yes (        ) No (        )

Date Received \_\_\_\_\_

If Yes is checked, estimated Make-ready costs: \$ \_\_\_\_\_

The following Attachments are hereby incorporated by reference into this Order:

1. Term - Effective Date - \_\_\_\_\_.
2. Summary of Field Results (including Make-Ready work if required).
3. When placing fiber, CLEC must:

- a. provide Qwest representative, a final design of splice, racking and slack locations in Qwest utility holes.
- b. tag all equipment located in/on Qwest's facilities from beginning of the route to the end, and at the entrance and exit of each utility hole with the following information: (1) CLEC's Name and Contact Number, (2) Contract Number and Date of Contract, (3) Number of Fibers in the Innerduct and Color of Occupied Innerduct.

Annual Recurring Charges for this Permit:

	<u>Annual Charge</u>	<u>Quantity</u>	<u>Total Annual Charge</u>
1. Pole Attachment, Per Pole	\$ _____ /	_____	\$ _____
2, Innerduct Occupancy, Per Foot	\$ _____	_____	\$ _____
3. Request conf. call for Construction?	____ YES ____ NO		

Please check YES if construction by Qwest is needed for access to Qwest manholes (e.g. core drills, stubouts, not innerduct placement) For Poles, quantity is based on the number of vertical feet used (One cable attachment = one foot). If you do not place an order at this time, these Poles/Innerduct will be assigned on a first come-first served basis.

Additional Comments: THE ESTIMATED COSTS ARE FOR THE INSTALLATION OF INNERDUCT OR REARRANGEMENT PER THE WORK SHEETS. THE ANNUAL RECURRING CHARGE FOR YEAR 2001 HAS BEEN PRORATED TO \_\_\_\_\_ (    /DAY \*    DAYS). PLEASE PROVIDE PAYMENT FOR THE MAKE-READY COSTS AND THE PRORATED 2001 RECURRING FEE ALONG WITH THIS SIGNED ORDER \_\_\_\_\_

By signing below and providing payment of the Make-ready costs and the first year's prorated Annual Recurring Charge (or, if CLEC requests Semiannual billing, then the first half-year's prorated Semiannual Recurring Charge), the CLEC desires Qwest to proceed with the Make-ready Work identified herein and acknowledges receipt of the General Terms and Conditions under which Qwest offers such Poles/Innerduct. By signing this document you are agreeing to the access described herein. Quotes expire in 90 days.

Return this signed form and check to: **Manager, Joint Use Supervisor, Suite 101, 6912 S. Quentin, Englewood, CO 80112.** Send a copy to: **wholesale.servicessupportteam@qwest.com.**

	Qwest Corporation
Signature	Signature
Name Typed or Printed	Name Typed or Printed

## Exhibit D

Title		Title
Date		Date

## Exhibit D

### ATTACHMENT 3

General Agreement: \_\_\_\_\_

#### **QWEST RIGHT OF WAY ACCESS, POLE ATTACHMENT AND/OR INNERDUCT OCCUPANCY GENERAL TERMS AND CONDITIONS**

This is an Agreement between \_\_\_\_\_ (“CLEC”) and Qwest Corporation (“Qwest”), for one or more Orders for the CLEC to obtain access to Qwest’s Right-of-Way (“ROW”) and/or to install/attach and maintain their communications facilities (“Facilities”) to Qwest’s Poles and/or placement of Facilities on or within Qwest’s Innerduct (collectively “Poles/Innerduct”) described in the General Information and CLEC Map, which are incorporated herein by this reference (singularly “Order” or collectively, “Orders”). If there is no other effective agreement (*i.e.*, an Interconnection Agreement) between CLEC and Qwest concerning access to Poles, Ducts and ROW, then this Agreement/Attachment 3 must be executed by both parties in order to start the Inquiry Review and in order for CLEC to obtain access to Poles, Ducts and/or ROW.

#### **1. SCOPE.**

- 1.1 Subject to the provisions of this Agreement, Qwest agrees to issue to CLEC for any lawful telecommunications purpose, (a) one or more nonexclusive, revocable Orders authorizing CLEC to attach, maintain, rearrange, transfer, and remove at its sole expense its Facilities on Poles/Innerduct owned or controlled by Qwest, and/or (b) access to Qwest’s ROW to the extent that (i) such ROW exists, and (ii) Qwest has the right to grant access to the CLEC. Any and all rights granted to CLEC shall be subject to and subordinate to any future local, state and/or federal requirements, and in the case of ROW, to the original document granting the ROW to Qwest or its predecessors.
- 1.2 Except as expressly provided herein, nothing in this Agreement shall be construed to require or compel Qwest to construct, install, modify, or place any Poles/Innerduct or other facility for use by CLEC or to obtain any ROW for CLEC’s use.
- 1.3 Qwest agrees to provide access to ROW/Poles/Innerduct in accordance with the applicable local, state or federal law, rule, or regulation, incorporated herein by this reference, which governs this Agreement in the state in which Poles/Innerduct is provided.

**2. TERM.** Any Order issued under this Agreement for Pole attachments or Innerduct occupancy shall continue in effect for the term specified in the Order. Any access to ROW shall be non-exclusive and perpetual, subject to the terms and conditions of the Access Agreement (as hereinafter defined) and the original instrument granting the ROW to Qwest. This Agreement shall continue during such time CLEC is providing Poles/Innerduct attachments under any Order to this Agreement.

#### **3. TERMINATION WITHOUT CAUSE.**

- 3.1 To the extent permitted by law, either party may terminate this Agreement (which will have the effect of terminating all Orders hereunder), or any individual Order(s) hereunder, without cause, by providing notice of such termination in writing and by certified Mail to the other party. The written notice for termination without cause shall be dated as of the day it

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is mailed and shall be effective no sooner than one hundred twenty (120) calendar days from the date of such notice.

- 3.2. Termination of this Agreement or any Order hereunder does not release either party from any liability under this Agreement that may have accrued or that arises out of any claim that may have been accruing at the time of termination, including indemnity, warranties, and confidential information.
- 3.3. If Qwest terminates this Agreement for Cause, or if CLEC terminates this Agreement without Cause, CLEC shall pay termination charges equal to the amount of fees and charges remaining on the terminated Order(s) and shall remove its Facilities from the Poles/Innerduct within sixty (60) days, or cause Qwest to remove its Facilities from the Poles/Innerduct at CLEC's expense; provided, however, that CLEC shall be liable for and pay all fees and charges provided for in this Agreement to Qwest until CLEC's Facilities are physically removed. Notwithstanding anything herein to the contrary, upon the termination of this Agreement for any reason whatsoever, all Orders hereunder shall simultaneously terminate.
- 3.4. If this Agreement or any Order is terminated for reasons other than Cause, then CLEC shall remove its Facilities from Poles/Innerduct within one hundred and eighty (180) days from the date of termination; provided, however, that CLEC shall be liable for and pay all fees and charges provided for in this Agreement to Qwest until CLEC's Facilities are physically removed.
- 3.5. Qwest may abandon or sell any Poles/Innerduct at any time by giving written notice to the CLEC. Upon abandonment of Poles/Innerduct, and with the concurrence of the other CLEC(s), if necessary, CLEC shall, within sixty (60) days of such notice, either apply for usage with the new owner or purchase the Poles/Innerduct from Qwest, or remove its Facilities therefrom. Failure to remove its Facilities within sixty (60) days shall be deemed an election to purchase the Poles/Innerduct at the current market value.

#### 4. CHARGES AND BILLING.

- 4.1. CLEC agrees to pay Qwest Poles/Innerduct usage fees ("Fees") as specified in the Order. Fees will be computed in compliance with applicable local, state and Federal law, regulations and guidelines. Such Fees will be assessed, in advance on an annual basis. Annual Fees will be assessed as of January 1st of each year. Fees are not refundable except as expressly provided herein. CLEC shall pay all applicable Fees and charges specified herein within thirty (30) days from receipt of invoice. Any outstanding invoice will be subject to applicable finance charges.
- 4.2. Qwest has the right to revise Fees, at its sole discretion, upon written notice to CLEC within at least sixty (60) days prior to the end of any annual billing period.

#### 5. INSURANCE. The CLEC shall obtain and maintain at its own cost and expense the following insurance during the life of the Contract:

- 5.1. Workers' Compensation and/or Longshoremen's and Harbor Workers Compensation insurance with (1) statutory limits of coverage for all employees as required by statute; and (2) although not required by statute, coverage for any employee on the job site; and



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- (3) Stop Gap liability or employer's liability insurance with a limit of One Hundred Thousand Dollars (\$100,000.00) for each accident.
- 5.2 General liability insurance providing coverage for underground hazard coverage (commonly referred to as "U" coverage), products/completed operations, premises operations, independent contractor's protection (required if contractor subcontracts the work), broad form property damage and contractual liability with respect to liability assumed by the CLEC hereunder. This insurance shall also include: (1) explosion hazard coverage (commonly referred to as "X" coverage) if the work involves blasting and (2) collapse hazard coverage (commonly referred to as "C" coverage) if the work may cause structural damage due to excavation, burrowing, tunneling, caisson work, or underpinning. The limits of liability for this coverage shall be not less than One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury or property damage. These limits of liability can be obtained through any combination of primary and excess or umbrella liability insurance.
- 5.3 Comprehensive automobile liability insurance covering the use and maintenance of owned, non-owned and hired vehicles. The limits of liability for this coverage shall be not less than One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury or property damage. These limits of liability can be obtained through any combination of primary and excess or umbrella liability insurance.
- 5.4 Qwest may require the CLEC from time-to-time during the life of the Contract to obtain additional insurance with coverage or limits in addition to those described above. However, the additional premium costs of any such additional insurance required by Qwest shall be borne by Qwest, and the CLEC shall arrange to have such costs billed separately and directly to Qwest by the insuring carrier(s). Qwest shall be authorized by the CLEC to confer directly with the agent(s) of the insuring carrier(s) concerning the extent and limits of the CLEC's insurance coverage in order to assure the sufficiency thereof for purposes of the work performable under the Contract and to assure that such coverage as a whole with respect to the work performable are coordinated from the standpoint of adequate coverage at the least total premium costs.
- 5.5 The insuring carrier(s) and the form of the insurance policies shall be subject to approval by Qwest. The CLEC shall forward to Qwest, certificates of such insurance issued by the insuring carrier(s). The insuring carrier(s) may use the ACORD form, which is the Insurance Industries certificate of insurance form. The insurance certificates shall provide that: (1) Qwest is named as an additional insured; (2) thirty (30) calendar days prior written notice of cancellation of, or material change or exclusions in, the policy to which the certificates relate shall be given to Qwest; (3) certification that underground hazard coverage (commonly referred to as "U" coverage) is part of the coverage; and (4) the words "pertains to all operations and projects performed on behalf of the certificate holder" are included in the description portion of the certificate. The CLEC shall not commence work hereunder until the obligations of the CLEC with respect to insurance have been fulfilled. The fulfillment of such obligations shall not relieve the CLEC of any liability hereunder or in any way modify the CLEC's obligations to indemnify Qwest.
- 5.6 Whenever any work is performed requiring the excavation of soil or use of heavy machinery within fifty (50) feet of railroad tracks or upon railroad right-of-way, a Railroad Protective Liability Insurance policy will be required. Such policy shall be issued in the name of the Railroad with standard limits of Two Million Dollars (\$2,000,000.00) per

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occurrence combined single limit for bodily injury, property damage or physical damage to property with an aggregate limit of Six Million Dollars (\$6,000,000.00). In addition, said policy shall name Qwest and the CLEC/SubCLEC on the declarations page with respect to its interest in these specific job. Said insurance policy shall be in form and substance satisfactory both to the Qwest and the Railroad and shall be delivered to and approved by both parties prior to the entry upon or use of the Railroad Property.

- 5.7 Whenever any work must be performed in the Colorado State Highway right-of-way, policies and certificates of insurance shall also name the State of Colorado as an additional insured. Like coverage shall be furnished by or on behalf of any subcontractor. Copies of said certificates must be available on site during the performance of the work.

### 6. CONSTRUCTION AND MAINTENANCE OF FACILITIES.

- 6.1 Qwest retains the right, in its sole judgment, to determine the availability of space on Poles/Innerduct. When modifications to a Qwest spare conduit include the placement of innerduct, Qwest retains the right to install the number of innerducts required to occupy the conduit structure to its full capacity. In the event Qwest determines that rearrangement of the existing facilities on Poles/Innerduct is required before CLEC's Facilities can be accommodated, the cost of such modification will be included in the CLEC's nonrecurring charges for the associated Poles/Innerduct Order.
- 6.2 CLEC shall be solely responsible for obtaining the necessary underlying legal authority to occupy Poles/Innerduct on governmental, federal, Native American, and private rights of way, as applicable, and Qwest does not warrant or represent that providing CLEC with access to the Poles/Innerduct in any way constitutes such legal right. The CLEC shall obtain any necessary permits, licenses, bonds, or other legal authority and permission, at the CLEC's sole expense, in order to perform its obligations under this Agreement. The CLEC shall contact all owners of public and private rights-of-way, as necessary, to obtain written permission required to perform the work prior to entering the property or starting any work thereon and shall provide Qwest with written documentation of such legal authority prior to placement of its facilities on or in the Poles/Innerduct. The CLEC shall comply with all conditions of rights-of-way and Orders.
- 6.3 CLEC's Facilities shall be placed and maintained in accordance with the requirements and specifications of the current applicable standards of Bellcore Manual of Construction Standards, the National Electrical Code, the National Electrical Safety Code, and the rules and regulations of the Occupational Safety and Health Act, all of which are incorporated herein by reference, and any governing authority having jurisdiction of the subject matter of this Agreement. Where a difference in specifications exists, the more stringent shall apply. Failure to maintain Facilities in accordance with the above requirements shall be Cause as referenced in Section 3 to this Agreement for termination of the Order in question. Termination of more than two (2) Orders in any twelve-month period pursuant to the foregoing sentence shall be Cause as referenced in Section 3 for termination of this Agreement. Qwest's procedures governing its standard maintenance practices shall be made available upon request for public inspection at the appropriate Qwest premises. CLEC's procedures governing its standards maintenance practices for Facilities shall be made available to Qwest upon written request. CLEC shall within thirty (30) days comply and provide the requested information to Qwest to bring their facilities into compliance with these terms and conditions.

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- 6.4. In the event of any service outage affecting both Qwest and CLEC, repairs shall be effectuated on a priority basis as established by local, state or federal requirements, or where such requirement do not exists, repairs shall be made in the following order: electrical, telephone (local), telephone (long distance), and cable television, or as mutually agreed to by the users of the effected Poles/Innerduct.
- 6.5 In the event of an infrastructure outage, the CLEC should contact their Network Maintenance Center at 1-800-223-7881 or the CLEC may contact their Account Manager at the Interconnect Service Center.

### 7. MODIFICATION TO EXISTING POLES/INNERDUCT.

- 7.1. If CLEC requests Qwest to replace or modify existing Poles/Innerduct to increase its strength or capacity for the benefit of the CLEC and Qwest determines in its sole discretion to provide the requested capacity, the CLEC shall pay Qwest the total replacement cost, Qwest's cost to transfer its attachments, as necessary, and the cost for removal (including destruction fees) of any replaced Poles/Innerduct, if such is necessary. Ownership of new Poles/Innerduct shall vest in Qwest. To the extent that a modification is incurred for the benefit of multiple parties, CLEC shall pay a proportionate share of the total cost as outlined above, based on the ratio of the amount of new space occupied by the Facilities to the total amount of space occupied by all parties joining the modification. Modifications that occur in order to bring Poles/Innerduct into compliance with applicable safety or other requirements shall be deemed to be for the benefit of the multiple parties and CLEC shall be responsible for its pro rata share of the modification cost. Except as set forth herein, CLEC shall have no obligation to pay any of the cost of replacement or modification of Poles/Innerduct requested solely by third parties.
- 7.2 Written notification of modification initiated by or on behalf of Qwest shall be provided to CLEC at least sixty (60) days prior to beginning modifications if such modifications are not the result of an emergency situation. Such notification shall include a brief description of the nature and scope of the modification. If CLEC does not rearrange its facilities within sixty (60) days after receipt of written notice from Qwest requesting such rearrangement, Qwest may perform or cause to have performed such rearrangement and CLEC shall pay for cost thereof. No such notice shall be required in emergency situations or for routine maintenance of Poles/Innerduct.

### 8. INSPECTION OF FACILITIES. Qwest reserves the right to make final construction, subsequent and periodic inspections of CLEC's facilities occupying the Poles/Innerduct system. CLEC shall reimburse Qwest for the cost of such inspections except as specified in Section 8 hereof.

- 8.1. CLEC shall provide written notice to Qwest, at least fifteen (15) days in advance, of the locations where CLEC's plant is to be constructed.
- 8.2. The CLEC shall forward Exhibit A, entitled "Pulling In Report" attached hereto and incorporated herein by this reference, to Qwest within five (5) business days of the date(s) of the occupancy.
- 8.3. Qwest shall provide written notification to CLEC within seven (7) days of the date of completion of a final construction inspection.

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- 8.4. Where final construction inspection by Qwest has been completed, CLEC shall be obligated to correct non-complying conditions within thirty (30) days of receiving written notice from Qwest. In the event the corrections are not completed within the thirty (30)-day period, occupancy authorization for the Poles/Innerduct system where non-complying conditions remain uncorrected shall terminate immediately, regardless of whether CLEC has energized the facilities occupying said Poles/Innerduct system, unless Qwest has provided CLEC a written extension to comply. CLEC shall remove its facilities from said Poles/Innerduct in accordance with the provisions set forth in Section 10 of this Agreement. No further occupancy authorization shall be issued to CLEC until such non-complying conditions are corrected or until CLEC's facilities are removed from the Pole/Conduit system where such non-complying conditions exist. If agreed to in writing, by both parties, Qwest shall perform such corrections and CLEC shall pay Qwest the cost of performing such work. Subsequent inspections to determine if appropriate corrective action has been taken may be made by Qwest.
- 8.5. Once the CLECs facilities occupy Qwest Poles/Innerduct system and Exhibit A has been received by Qwest, Qwest may perform periodic inspections. The cost of such inspections shall be borne by Qwest, unless the inspection reveals any violations, hazards, or conditions indicating that CLEC has failed to comply with the provisions set forth in this Agreement, in which case the CLEC shall reimburse Qwest for full costs of inspection, and re-inspection to determine compliance as required. A CLEC representative may accompany Qwest on field inspections scheduled specifically for the purpose of inspecting CLEC's Facilities; however, CLEC's costs associated with its participation in such inspections shall be borne by CLEC. Qwest shall have no obligation to notify CLEC, and CLEC shall have no right to attend, any routine field inspections.
- 8.6. The costs of inspections made during construction and/or the final construction survey and subsequent inspection shall be billed to the CLEC within thirty (30) days upon completion of the inspection.
- 8.7. Final construction, subsequent and periodic inspections or the failure to make such inspections, shall not impose any liability of any kind upon Qwest, and shall not relieve CLEC of any responsibilities, obligations, or liability arising under this Agreement.

## 9. UNAUTHORIZED FACILITIES

- 9.1 If any facilities are found attached to Poles/Innerduct for which no Order is in effect, Qwest, without prejudice to any other rights or remedies under this Agreement, shall assess an unauthorized attachment administrative fee of Two Hundred Dollars (\$200.00) per attachment per Pole or innerduct run between manholes, and require the CLEC to submit in writing, within ten (10) day after receipt of written notification from Qwest of the unauthorized occupancy, a Poles/Innerduct application. Qwest shall waive the unauthorized attachment fee if the following conditions are both met: (1) CLEC cures such unauthorized attachment (by removing it or submitting a valid Order for attachment in the form of Attachment 2 of Exhibit D, within thirty (30) days of written notification from Qwest of the unauthorized attachment; and (2) the unauthorized attachment did not require Qwest to take curative measures itself (e.g., pulling additional innerduct) prior to the cure by CLEC. Qwest shall also waive the unauthorized attachment fee if the unauthorized attachment arose due to error by Qwest rather than by CLEC. If such application is not received by Qwest within the specified time period, the CLEC will be required to remove its unauthorized facility within ten (10) days of the final date for

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submitting the required application, Qwest may remove the CLEC's facilities without liability, and the cost of such removal shall be borne by the CLEC.

- 9.2 For the purpose of determining the applicable charge, the unauthorized Poles/Innerduct occupancy shall be treated as having existed for a period of five (5) years prior to its discovery, and the charges, as specified in Section 4, shall be due and payable forthwith whether or not CLEC is ordered to continue the occupancy of the Poles/Innerduct system.
- 9.3. No act or failure to act by Qwest with regard to an unauthorized occupancy shall be deemed to constitute the authorization of the occupancy; any authorization that may be granted subsequently shall not operate retroactively or constitute a waiver by Qwest of any of its rights of privileges under this Agreement or otherwise.

**10. REMOVAL OF FACILITIES.** Should Qwest, under the provisions of this Agreement, remove CLEC's Facilities from the Poles/Innerduct covered by any Order (or otherwise), Qwest will deliver the Facilities removed upon payment by CLEC of the cost of removal, storage and delivery, and all other amounts due Qwest. If payment is not received by Qwest within thirty (30) days, CLEC will be deemed to have abandoned such facilities, and Qwest may dispose of said facilities as it determines to be appropriate. If Qwest must dispose of said facilities, such action will not relieve CLEC of any other financial responsibility associated with such removal as provided herein. If CLEC removes its Facilities from Poles/Innerduct for reasons other than repair or maintenance purposes, the CLEC shall have no right to replace such facilities on the Poles/Innerduct until such time as all outstanding charges due to Qwest for previous occupancy have been paid in full. CLEC shall submit Exhibit B, entitled "Notification of Surrender of Modification of Conduit Occupancy License by CLEC," or Exhibit C, entitled "Notification of Surrender of Modification of Pole Attachment by CLEC," each as attached hereto, advising Qwest as to the date on which the removal of Facilities from each Poles/Innerduct has been completed.

**11. INDEMNIFICATION AND LIMITATION OF LIABILITIES.** CLEC shall indemnify and hold harmless Qwest, its owners, parents, subsidiaries, affiliates, agents, directors, and employees against any and all liabilities, claims, judgments, losses, orders, awards, damages, costs, fines, penalties, costs of defense, and attorneys' fees ("Liabilities") to the extent they arise from or in connection with: (1) infringement, or alleged infringement, of any patent rights or claims caused, or alleged to have been caused, by the use of any apparatus, appliances, equipment, or parts thereof, furnished, installed or utilized by the CLEC; (2) actual or alleged fault or negligence of the CLEC, its officers, employees, agents, subcontractors and/or representatives; (3) furnishing, performance, or use of any material supplied by CLEC under this Contract or any product liability claims relating to any material supplied by CLEC under this Contract; (4) failure of CLEC, its officers, employees, agents, subcontractors and/or representatives to comply with any term of this Contract or any applicable local, state, or federal law or regulation, including but not limited to the OSH Act and environmental protection laws; (5) assertions under workers' compensation or similar employee benefit acts by CLEC or its employees, agents, subcontractors, or subcontractors' employees or agents; (6) the acts or omissions (other than the gross negligence or willful misconduct) of Qwest, its officers, employees, agents, and representatives, except as otherwise provided in paragraphs 11.3 and 11.4 below; and/or, (7) any economic damages that may rise, including damages for delay or other related economic damages that the Qwest or third parties may suffer or allegedly suffer as a result of the performance or failure to perform work by the CLEC. If both Qwest and the CLEC are sued as a result of or in connection with the performance of work arising out of this Contract, the parties hereby agree that the defense of the case (including the costs of the defense and attorneys' fees) shall be the responsibility of the CLEC, if Qwest desires. Qwest shall give the CLEC reasonable written notice of all such claims

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and any suits alleging such claims and shall furnish upon the CLEC's request and at the CLEC's expense all information and assistance available to the Qwest for such defense. The parties shall employ Article 13, Dispute Resolution, to resolve any dispute concerning the proportional fault and liability after the underlying case is terminated.

11.1 IF WORK IS PERFORMED IN THE STATE OF WASHINGTON UNDER THIS GENERAL CONTRACT, THE CLEC ACKNOWLEDGES AND AGREES THAT THIS INDEMNIFICATION OBLIGATION SHALL INCLUDE, BUT IS NOT LIMITED TO, ALL CLAIMS AGAINST QWEST BY AN EMPLOYEE OR FORMER EMPLOYEE OF THE CLEC, AND THE CLEC EXPRESSLY WAIVES ALL IMMUNITY AND LIMITATION ON LIABILITY UNDER ANY INDUSTRIAL INSURANCE ACT, OTHER WORKERS' COMPENSATION ACT, DISABILITY BENEFIT ACT, OR OTHER EMPLOYEE BENEFIT ACT OF ANY JURISDICTION WHICH WOULD OTHERWISE BE APPLICABLE IN THE CASE OF SUCH A CLAIM.

11.2 Except as expressly provided herein, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, ANY LOSS OF USE, LOSS OF BUSINESS OR LOSS OF PROFIT; provided, however, there shall be no limitation on a party's liability to the other for any fines or penalties imposed on the other party by any court of competent jurisdiction or federal, state or local administrative agency resulting from the failure of the party to comply with any term or condition of this Contract or any valid and applicable law, rule or regulation.

11.3 FOR ANY WORK PERFORMED IN ARIZONA, IDAHO, SOUTH DAKOTA, UTAH OR WASHINGTON, SECTION 11(6) SHALL NOT EXTEND TO THE SOLE NEGLIGENCE OF QWEST BUT SHALL EXTEND TO THE NEGLIGENCE OF QWEST WHEN CONCURRENT WITH THAT OF THE CLEC.

11.4 FOR ANY WORK PERFORMED IN THE STATES OF MINNESOTA, NEBRASKA, NEW MEXICO, OR OREGON, ARTICLE 11 SHALL NOT APPLY, EXCEPT THAT SECTION 11 SHALL APPLY FOR WORK PERFORMED IN MINNESOTA FOR MAINTENANCE OR REPAIR OF MACHINERY, EQUIPMENT, OR OTHER SUCH DEVICES, USED AS PART OF A MANUFACTURING, COVERING, OR OTHER PRODUCTION PROCESS INDULGING ELECTRIC, GAS, STEAM, AND TELEPHONE UTILITY EQUIPMENT USED FOR PRODUCTION, TRANSMISSION, OR DISTRIBUTION PURPOSES.

## 12. **FORCE MAJEURE**

12.1 The CLEC shall be excused from its performance as to any Order if prevented by acts or events beyond the CLEC's reasonable control including extreme weather conditions, strikes, fires, embargoes, actions of civil or military law enforcement authorities, acts of God, or acts of legislative, judicial, executive, or administrative authorities.

12.2 If such contingency occurs, Qwest may elect:

12.2.1 To terminate this Agreement as to the Order in question; or

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- 12.2.2 To terminate already-assigned specific work assignment(s) the CLEC is unable to perform, or any part thereof, and to assign new specific work assignments to other parties for the duration of the cause of the delay; or
- 12.2.3 To suspend already-assigned specific work assignment(s) the CLEC is unable to perform, or any part thereof, for the duration of the cause of the delay; and to assign new specific work assignments to other parties for the duration of the cause of the delay.
- 12.3 Qwest shall be deemed to have elected Section 12.2.3 above unless written notice of termination is given by Qwest after the contingency occurs. With respect to Qwest's election of Section 12.2.3 above:
- 12.3.1 Qwest shall give the CLEC written notice of the work to be performed by such other party prior to its performance and shall deduct from the CLEC's price the cost of the work or services actually performed by such other parties.
- 12.3.2 The CLEC shall resume performance, and complete any work not performed or to be performed by another party, once the delaying cause ceases.
- 12.3.3 If appropriate, at the Qwest's discretion, the time for completion of specific work assignment(s) shall be extended up to the length of time the contingency endured.
- 12.4 Qwest shall be excused from its performance if prevented by acts or events beyond the Qwest's reasonable control including extreme weather conditions, strikes, fires, embargoes, actions of civil or military law enforcement authorities, acts of God, or acts of legislative, judicial, executive, or administrative authorities.

### 13. **DISPUTE RESOLUTION.**

- 13.1. Other than those claims over which a regulatory agency has exclusive jurisdiction, all claims, regardless of legal theory, whenever brought and whether between the parties or between one of the parties to this Agreement and the employees, agents or affiliated businesses of the other party, shall be resolved by arbitration. A single arbitrator engaged in the practice of law and knowledgeable about telecommunications law shall conduct the arbitration in accordance with the then current rules of the American Arbitration Association ("AAA") unless otherwise provided herein. The arbitrator shall be selected in accordance with AAA procedures from a list of qualified people maintained by AAA. The arbitration shall be conducted in the regional AAA office closest to where the claim arose.
- 13.2. All expedited procedures prescribed by the AAA shall apply. The arbitrator's decision shall be final and binding and judgment may be entered in any court having jurisdiction thereof.
- 13.3. Other than the determination of those claims over which a regulatory agency has exclusive jurisdiction, federal law (including the provisions of the Federal Arbitration Act, 9 U.S.C. Sections 1-16) shall govern and control with respect to any issue relating to the validity of this Agreement to arbitrate and the arbitrability of the claims.

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- 13.4. If any party files a judicial or administrative action asserting claims subject to arbitration, and another party successfully stays such action and/or compels arbitration of such claims, the party filing the action shall pay the other party's costs and expenses incurred in seeking such stay or compelling arbitration, including reasonable attorney's fees.
14. **LAWFULNESS.** This Agreement and the parties' actions under this Agreement shall comply with all applicable federal, state, and local laws, rules, regulations, court orders, and governmental agency orders. Any change in rates, charges or regulations mandated by the legally constituted authorities will act as a modification of any contract to that extent without further notice. This Agreement shall be governed by the laws of the state where Poles/Innerduct is provided. Nothing contained herein shall substitute for or be deemed a waiver of the parties' respective rights and obligations under applicable federal, state and local laws, regulations and guidelines, including (without limitation) Section 224 of the Communications Act of 1934, as amended (47 U.S.C. 224). The CLEC represents that it is a certified Competitive Local Exchange Carrier or otherwise has the legal right, pursuant to 47 U.S.C. 224 to attach to Qwest's pole pursuant to the terms thereof. The CLEC acknowledges that Qwest will rely on the foregoing representation, and that if such representation is not accurate, this Agreement shall be deemed void *ab initio*, except for Article 9 hereof, for which CLEC shall remain fully liable.
15. **SEVERABILITY.** In the event that a court, governmental agency, or regulatory agency with proper jurisdiction determines that this Agreement or a provision of this Agreement is unlawful, this Agreement, or that provision of the Agreement to the extent it is unlawful, shall terminate. If a provision of this Agreement is terminated but the parties can legally, commercially and practicably continue without the terminated provision, the remainder of this Agreement shall continue in effect.
16. **GENERAL PROVISIONS.**
- 16.1 Failure or delay by either party to exercise any right, power, or privilege hereunder, shall not operate as a waiver hereto.
- 16.2 This Agreement shall not be assignable by CLEC without the express written consent of Qwest, which shall not be unreasonably withheld. Assignment of this Agreement by CLEC to CLEC's subsidiary or affiliate shall be presumed to be reasonable; provided, however, that CLEC must obtain Qwest's consent in any event.
- 16.3 This Agreement benefits CLEC and Qwest. There are no third party beneficiaries.
- 16.4 This Agreement constitutes the entire understanding between CLEC and Qwest with respect to Service provided herein and supersedes any prior agreements or understandings.



**Exhibit D**

The parties hereby execute and authorize this Agreement as of the latest date shown below:

CLEC

Qwest Corporation

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name Typed or Printed

\_\_\_\_\_  
Name Typed or Printed

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Address for Notices   Contact: Phone: FAX:	Address for Notices  Qwest Corporation 1801 California, Rm. 2330 Denver, CO 80202  Contact: Phone: FAX:
---	---

**Exhibit D**

EXHIBIT A

**PULLING IN REPORT**

This report is to be completed by the CLEC when fiber cable is placed into innerduct.

\_\_\_\_\_ 20\_\_

Send to:

Manager, Qwest Corp  
700 W Mineral, Rm IAF12  
Littleton, CO 80120 (303-707-7598)

This is to advise you that pursuant to General Agreement No. \_\_\_\_\_ granted to us under the terms of the Innerduct Agreement dated \_\_\_\_\_, 20\_\_ we have completed installation of the following cable into the following ducts.

Municipality

<u>Location</u>		
<u>From</u>	<u>To</u>	<u>Cable and</u>
<u>Manhole at</u>	<u>Manhole at</u>	<u>Equipment Installed</u>

\_\_\_\_\_  
Name of CLEC

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Receipt of the above report is hereby acknowledged \_\_\_\_\_, 20\_\_.

Qwest Corporation

By: \_\_\_\_\_  
Title: \_\_\_\_\_

1. Reports shall be submitted in duplicate.
2. A complete description of all facilities shall be given, including a print showing the locations, quantities, sizes and types of all cables and equipment.
3. Sketch to be furnished showing duct used. Must be same duct assigned to Licensee by Licensor as shown on Exhibit \_\_\_\_, unless a change has been previously authorized in writing by Licensor.

**Exhibit D**

EXHIBIT B

CLEC: \_\_\_\_\_

NOTIFICATION OF SURRENDER OR MODIFICATION  
OF CONDUIT OCCUPANCY ORDER BY CLEC

Return to:  
Manager, Qwest Corp  
700 W Mineral, Rm IAF12  
Littleton, CO 80120

In accordance with the terms and conditions of this Agreement between us, dated \_\_\_\_\_, 20\_\_\_\_, notice is hereby given that the licenses covering occupancy of the following conduit are surrendered (and/or modified as indicated in Licensee's prior notification to Licensor, dated \_\_\_\_\_, 20\_\_\_\_) effective \_\_\_\_\_.

CONDUIT LOCATION	LIC. NO. & DATE	SURRENDER OR MODIFICATION	DATE FAC. RMVD. OR MODIFIED

\_\_\_\_\_  
Name of Licensor

\_\_\_\_\_  
Name of Co- Provider

\_\_\_\_\_  
Date Notification Received

By \_\_\_\_\_

\_\_\_\_\_  
Date Modification Accepted

Title \_\_\_\_\_

By \_\_\_\_\_  
Discontinued:

Total duct footage \_\_\_\_\_

**Exhibit D**

EXHIBIT C

NOTIFICATION OF SURRENDER OR MODIFICATION  
OF POLE ATTACHMENT ORDER BY CLEC

CLEC: \_\_\_\_\_

Return to:

Manager, Qwest Corp  
700 W Mineral, Rm IAF12  
Littleton, CO 80120

In accordance with the terms and conditions of the Agreement between Qwest and CLEC, dated \_\_\_\_\_, 20\_\_, notice is hereby given that the licenses covering attachments to the following poles and/or anchors, and/or utilization of anchor/guy strand is surrendered (or modified as indicated in CLEC's prior notification to Qwest, dated \_\_\_\_\_, 20\_\_) effective \_\_\_\_\_.

	POLE NO.	ASSOC. POLE NO.	LIC. NO. & DATE	SURRENDER OR MODIFICATION	DATE FAC. RMVD OR MODIFIED
1.		A A/GS -			
2.		A A/GS -			
3.		A A/GS -			
4.		A A/GS -			
5.		A A/GS -			
6.		A A/GS -			
7.		A A/GS -			
8.		A A/GS -			
9.		A A/GS -			

Date Notification Received \_\_\_\_\_

Date Modification Received \_\_\_\_\_

By: \_\_\_\_\_

Name of CLEC

Discontinued:  
Poles \_\_\_\_\_

By: \_\_\_\_\_

Anchors \_\_\_\_\_

Anchor/Guy Strands \_\_\_\_\_ Its: \_\_\_\_\_

**Exhibit D**

**ATTACHMENT 4  
FORM OF ACCESS AGREEMENT**

After recording, please return to:

Manager  
700 W Mineral, Rm IAF12  
Littleton, CO 80120

**ACCESS AGREEMENT**

**THIS ACCESS AGREEMENT** (this "Agreement") is made as of the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between **QWEST CORPORATION**, a Colorado corporation, successor in interest to **U S WEST COMMUNICATIONS, INC.**, a Colorado corporation ("Grantor"), whose address is \_\_\_\_\_, and \_\_\_\_\_, a \_\_\_\_\_, whose address is \_\_\_\_\_ ("Grantee").

**RECITALS**

- A. This Agreement relates to certain real property (the "Property") located in the County of \_\_\_\_\_ (the "County"), State of \_\_\_\_\_ (the "State").
- B. A copy of an agreement purporting to grant to Grantor certain rights to use the Property, as described therein (the "Easement Rights"), is attached as Exhibit A (the "Right of Way Agreement").
- C. Pursuant to 42 U.S.C. §§ 224 and 251(b)(5), Grantor, as a Local Exchange Carrier, is required to provide access to rights-of-way to a requesting telecommunications carrier, as defined in 42 U.S.C. § 224. Grantee is a telecommunications carrier that has requested access to Grantor's Easement Rights. To comply with the aforementioned legal requirement, Grantor has agreed to share with Grantee its Easement Rights, if any, relating to the Property, to the extent Grantor may legally convey such an interest.
- D. Subject to the terms and conditions set forth in this Agreement, Grantor has agreed to convey to Grantee, without any representation or warranty, the right to use the Easement Rights, and Grantee has agreed to accept such conveyance.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Grant of Right of Access. Grantor hereby conveys to Grantee and its Authorized Users (as defined below) a non-exclusive, perpetual right to access and use the Easement Rights, which right shall be expressly (a) subject to, subordinate to, and limited by the Right of Way Agreement, and (b) subject to the terms and conditions hereof. As used in this Agreement, "Authorized Users" of Owner, Grantor and Grantee shall mean Owner, Grantor or Grantee, as applicable, their respective Affiliates and agents, licensees, employees, and invitees, including, without limitation, contractors, subcontractors, consultants,

## Exhibit D

suppliers, public emergency vehicles, shipping or delivery vehicles, or construction vehicles. "Affiliates" means, with respect to any Person, any Person that controls, is controlled by or is under common control with such Person, together with its and their respective members, partners, venturers, directors, officers, stockholders, agents, employees and spouses. A Person shall be presumed to have control when it possesses the power, directly or indirectly, to direct, or cause the direction of, the management or policies of another Person, whether through ownership of voting securities, by contract, or otherwise. "Person" means an individual, partnership, limited liability company, association, corporation or other entity.

2. Grantor's Reserved Rights. Grantor reserves to itself and its Authorized Users the right to use the Easement Rights for any purpose not incompatible with the rights conveyed to Grantee by this Agreement.

3. Conditions Precedent to Effectiveness of Agreement. This Agreement is expressly conditioned on the following:

a. Recordation of Agreement. If the Right-of-Way Agreement has been publicly recorded, Grantee shall be responsible for assuring that the Agreement is in appropriate form for recording in the real property records of the County, shall pay for the recording thereof, and shall provide a copy of the recorded Agreement to Grantor at the address set forth above. A legible copy of the Right of Way Agreement must be attached to the Agreement when recorded or the Agreement shall not be effective.

b. Payment of Costs and Expenses. Grantee shall pay to or reimburse Grantor for all costs and expenses, including reasonable attorneys' fees, relating to Grantor's execution and delivery of this Agreement.

4. Grantee's Representations and Warranties. Grantee represents and warrants to Grantor that:

a. Authority. Grantee is a \_\_\_\_\_, duly formed and validly existing under the laws of the State of \_\_\_\_\_. All necessary action has been taken by Grantee to execute and deliver this Agreement and to perform the obligations set forth hereunder. Grantee is a "telecommunications carrier" as that term is defined in 42 U.S.C. § 224.

b. Due Diligence. Grantee acknowledges and agrees that neither Grantor nor any agent, employee, attorney, or representative of Grantor has made any statements, agreements, promises, assurances, representations, or warranties, whether in this Agreement or otherwise and whether express or implied, regarding the Right of Way Agreement or the Easement Rights or the assignability or further granting thereof, or title to or the environmental or other condition of the Property. Grantee further acknowledges and agrees that Grantee has examined and investigated to its full satisfaction the physical nature and condition of the Property and the Easement Rights and that it is acquiring the Easement Rights in an "AS IS, WHERE IS" condition. Grantee expressly waives all claims for damages by reason of any statement, representation, warranty, assurance, promise or agreement made, if any.

## Exhibit D

### 5. Grantee's Covenants.

a. Compliance with Right of Way Agreement. Grantee agrees that the rights granted by Grantor hereunder are expressly subject to, subordinate to, and limited by the Right of Way Agreement, and Grantee further agrees to comply in all respects with the terms and conditions of the Right of Way Agreement as they apply to the holder or user of the Easement Rights. In the event Grantee fails to observe or perform any of its obligations under the Right of Way Agreement, Grantor shall have the right, but not the obligation, to perform or observe such obligation to the extent that such obligation can be observed or performed by Grantor.

b. Compliance with Laws. Grantee agrees to use the Property and the Easement Rights in compliance with all applicable laws.

c. No Further Grant. Grantee shall not grant to any Person other than Grantee's Authorized Users the right to use the Easement Rights without the prior written consent of Grantor, which consent may be granted or withheld in Grantor's sole discretion.

d. Non-Interference. Grantee agrees that it will not interfere with Grantor's or Grantor's Authorized Users' use of the Easement Rights and will not take any action or fail to take any action that would negatively affect the Easement Rights or cause or contribute to the termination of the Right of Way Agreement.

6. Indemnification. Grantee hereby agrees to indemnify, defend and hold Owner, Grantor and their respective Affiliates harmless from and against any and all claims, judgments, damages, liabilities, penalties, fines, suits, causes of action, costs of settlement, and expenses (including, without limitation, reasonable attorneys' fees) which may be imposed upon or incurred by Grantor or its Authorized Users, or any of them, arising from, relating to or caused by Grantee's breach of this Agreement or the use, or the use by any of Grantee's Authorized Users, of the Easement Rights. In addition to the indemnity obligations described above, in the event that any act or omission of Grantee or Grantee's Authorized Users causes, directly or indirectly, and without reference to any act or omission of Owner, Grantor or their respective Authorized users, the termination or revocation of the Easement Rights, Grantee shall be liable to Grantor for all costs incurred in connection with (a) acquiring replacement Easement Rights over the Property or over other suitable Property, as determined in Grantor's sole judgment (the "Replacement Easement"), (b) the fully-loaded cost of constructing replacement facilities over the Replacement Easement, (c) the cost of removing its facilities and personal property from the Property, if required by the Right of Way Agreement, and (d) any other costs of complying with the Right of Way Agreement, including, without limitation, reasonable attorneys' fees. Grantee shall pay all such amounts within ten (10) days of receipt of any invoice for such costs delivered to Grantee by Owner, Grantor or their respective Authorized Users.

7. Condemnation. If any action is taken whereby the Right of Way Agreement or any part of the Easement Rights are terminated, relocated or otherwise affected, by any taking or partial taking by a governmental authority or otherwise, then such any compensation due or to be paid to the holder of the Easement Rights due to such occurrence shall belong solely to Grantor.

8. Severable Provisions. If any term of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

9. Default; Remedies. (a) If Grantee files a petition in bankruptcy, or a petition is bankruptcy is filed against Grantee, which is not dismissed on or before fifteen (15) days after such filing, or (b) in the

## Exhibit D

event of Grantee's breach or threatened breach of any term, covenant or condition of this Agreement, then Grantor shall have, in addition to all other legal and equitable remedies, the right to (x) terminate this Agreement, (y) enforce the provisions hereof by the equitable remedy of specific performance, or (z) enjoin such breach or threatened breach by injunctive action, all without the necessity of proof of actual damages or inadequacy of any legal remedy. Grantee agrees to pay all costs of enforcement of the obligations of Grantee hereunder, including reasonable attorneys' fees and all costs of suit, in case it becomes necessary for Grantor to enforce the obligations of Grantee hereunder, whether suit be brought or not, and whether through courts of original jurisdiction, as well as in courts of appellate jurisdiction, or through a bankruptcy court or other legal proceedings.

10. Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be assigned at any time in whole or in part by Grantor.

11. No Dedication. Nothing contained in this Agreement shall constitute a gift or dedication of any portion of the Easement Rights to the general public or for any public purpose whatsoever. There are no intended third-party beneficiaries to this Agreement.

12. Grantor's Waiver of Confidentiality. If the Right of Way Agreement is not publicly recorded, Grantor hereby grants a limited waiver of any right to keep the terms and conditions of the Right of Way Agreement confidential, except for any dollar amounts in the Right of Way Agreement, which rights Grantor expressly reserves, and subject to Grantee's and Owner's compliance with the terms and conditions in this paragraph. In all instances, Grantee will use the Right of Way Agreement only for the following purposes: (a) to determine whether Grantor has ownership or control over duct, conduits, or rights-of-way within the property described in the Right of Way Agreement; (b) to determine the ownership of wire within the property described in the Right of Way agreement; or (c) to determine the demarcation point between Grantor facilities and the Owner's facilities in the property described in the agreement. Grantee further agrees that Grantee shall not disclose the contents, terms, or conditions of any agreement provided pursuant to Section 10.8 to any Grantee agents or employees engaged in sales, marketing, or product management efforts on behalf of Grantee. Grantor's waiver of rights, subject to the limitations set forth above, is intended to be effective whether or not such right to confidentiality is expressly set forth in the Right of Way Agreement or elsewhere or may have been agreed to orally, and so long as Grantee and Owner comply with the conditions set forth above, Grantor further covenants not to assert any claim or commence any action, lawsuit, or other legal proceeding against Owner or Grantee, based upon or arising out of Grantor's alleged right to confidentiality relating to the Right of Way Agreement, except in the event of disclosure of dollar amounts in the Right of Way Agreement. Grantor's waiver is expressly conditioned on Owner's waiver of Owner's confidentiality rights, as set forth in the Consent to Disclosure form, which is a part hereof, or Grantee's provision to Grantor of a legally binding and satisfactory agreement to indemnify Grantee in the event of any legal action arising out of Owner's provision of a non-recorded agreement to Grantee. In the event that , the person executing the Consent to Disclosure form does not have the legal right to bind the Owner, Grantor reserves the right to maintain an action for damages, including, without limitation, consequential damages, arising from such improper execution against any Person improperly executing the Consent to Disclosure form. In any event, Grantor reserves its right to (a) to enforce the confidentiality provisions of the Right of Way Agreement as to any dollar amounts set forth in such Right of Way Agreements, and/or (b) to maintain an action for damages, including, without limitation, consequential damages, arising from the disclosure of the dollar amounts in any Right of Way Agreement, against any party, including, without limitation, against Grantee or against any Person improperly executing the Consent to Disclosure form.

13. Notices. All notices to be given pursuant to this Agreement shall be deemed delivered (a) when personally delivered, or (b) three (3) business days after being mailed postage prepaid, by United



## Exhibit D

States certified mail, return receipt requested, or (c) one business day after being timely delivered to an overnight express courier service such as Federal Express which provides for the equivalent of a return receipt to the sender, to the above described addresses of the parties hereto, or to such other address as a party may request in a writing complying with the provisions of this Section.

14. Modification; Counterparts. This Agreement may not be amended, modified or changed, nor shall any waiver of any provision hereof be effective, except by an instrument in writing and signed by the party against whom enforcement of any amendment, modification, change or waiver is sought. This Agreement may be executed in any number of counterparts, all of which shall constitute but one and the same document.

15. Controlling Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

16. Waiver of Jury Trial. **THE PARTIES HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT OF APPLICABLE LAW, ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

***[Signature pages follow]***

**Exhibit D**

**EXECUTED** as of the date first written above.

**GRANTOR:**

Witnessed by: \_\_\_\_\_

QWEST CORPORATION, a Colorado corporation,  
successor in interest to  
U S WEST COMMUNICATIONS, INC.,  
a Colorado corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

) ss:

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_, by \_\_\_\_\_ as  
\_\_\_\_\_ of QWEST CORPORATION, a Colorado  
corporation.

Witness my hand and official seal.

(SEAL)

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**Exhibit D**

**EXECUTED** as of the date first written above.

**GRANTEE:**

Witnessed by: \_\_\_\_\_, a  
\_\_\_\_\_

By: \_\_\_\_\_

Name:

Title:

STATE OF \_\_\_\_\_ )

) ss:

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_, by \_\_\_\_\_ as  
\_\_\_\_\_ of \_\_\_\_\_,  
a \_\_\_\_\_.

Witness my hand and official seal.

(SEAL)

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

## Exhibit D

### CONSENT TO DISCLOSURE

**THE UNDERSIGNED**, \_\_\_\_\_, a \_\_\_\_\_ ("Owner"), whose address is \_\_\_\_\_, hereby consents to the terms of the following paragraphs regarding the agreement described or entitled as \_\_\_\_\_ between Qwest Corporation, formerly U S WEST Communications, Inc. ("Qwest") and Owner for the property located at \_\_\_\_\_ ("Property") that provides Qwest with access to Owner's Property (the "Agreement").

**FOR TEN DOLLARS (\$10)** and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner agrees as follows:

1. Title to Property. Owner represents and warrants either (a) that Owner is the owner of fee title to the Property described in the Agreement or, if no description of the Property is given in the Agreement, then (b) that Owner is the grantor, or the successor to or assignee of the grantor, of the easement rights, if any, under the Agreement. Owner further represents and warrants that Owner has the legal right to execute this Consent to Disclosure, including, without limitation, the right to waive the confidentiality of the Agreement as set forth in paragraph 3 of this Consent to Disclosure.
2. Owner's Acknowledgments. Owner expressly acknowledges that (a) this is a legal document that may affect Owner's rights and Owner was given the opportunity to have the Agreement and this Consent to Disclosure reviewed by Owner's attorney; and (b) Owner, by signing this Consent to Disclosure, waives any rights it may have to keep the terms and provisions of the Agreement confidential.
3. Owner's Waiver of Confidentiality. Owner hereby waives any right it may have to keep the terms and conditions of the Agreement confidential, whether or not such right to confidentiality is expressly set forth in the Agreement or elsewhere or may have been agreed to orally, subject to the compliance of the competitive local exchange carrier ("CLEC") with the requirements of paragraph 5. Owner further covenants not to assert any claim or commence any action, lawsuit, or other legal proceeding against Qwest or CLEC presenting this Consent to Disclosure, based upon or arising out of Owner's alleged right to confidentiality relating to the Agreement. Owner's consent to disclosure applies only to the Agreement that is described in this Consent to Disclosure form and only to the undersigned CLEC.
4. Qwest's Waiver of Confidentiality. Qwest represents and warrants that it is granting a limited waiver of its confidentiality rights that permits CLEC to review the Agreement subject to CLEC's compliance with the requirements of paragraph 5 and Qwest's right to redact all dollar amounts set forth in the Agreement. Qwest's consent to disclosure applies only to the Agreement that is described in this Consent to Disclosure form and only to the undersigned CLEC.
5. CLEC's Obligations. CLEC shall use the Agreement exclusively for the following purposes and for no other purpose whatsoever:
  - (a) to determine whether Qwest has ownership or control over duct, conduits, or rights-of-way within the Property described in the Agreement; or
  - (b) to determine the ownership of wire within the Property described in the Agreement; or

## Exhibit D

(c) to determine the demarcation point between Qwest facilities and the Owner's facilities in the Property described in the Agreement.

CLEC further agrees that CLEC shall not disclose the contents, terms, or conditions of the Agreement to any CLEC agents or employees engaged in sales, marketing, or product management efforts on behalf of CLEC.

6. Acknowledgement of Limitation on Waivers. **Owner understands that Qwest does not agree to waive the confidentiality of the dollar amounts set forth in any Agreement, and acknowledges that Owner has no right to provide copies of such Agreements to any party unless Owner has completely deleted the dollar amounts. Owner shall not provide a copy of the Agreement unless Owner has completely deleted all dollar amounts. Whether provided by Owner or Qwest, CLEC shall comply with the conditions set forth in paragraph 5.**

7. Notices. All notices to be given pursuant to this Agreement shall be deemed delivered (a) when personally delivered, or (b) three (3) business days after being mailed postage prepaid, by United States certified mail, return receipt requested, or (c) one business day after being timely delivered to an overnight express courier service such as Federal Express which provides for the equivalent of a return receipt to the sender, to the above described addresses of the parties hereto, or to such other address as a party may request in a writing complying with the provisions of this Section.

**EXECUTED** as of the date first written above.

**OWNER:**

\_\_\_\_\_

**CLEC:**

\_\_\_\_\_

**Exhibit D**

**EXHIBIT 1**

**Right of Way Agreement**

(This represents the ROW agreement between the Co-Provider and the property owner)

**EXHIBIT E**

**INTENTIONALLY LEFT BLANK**

# EXHIBIT F

## SPECIAL REQUEST PROCESS

1. The Special Request Process shall be used for the following requests:
  - 1.1 Intentionally Left Blank.
  - 1.2 Intentionally Left Blank.
  - 1.3 Requesting a combination of Unbundled Network Elements that is a combination not currently offered by Qwest as a standard product and:
    - 1.3.1 that is made up of UNEs that are defined by the FCC or the Commission as a network element to which Qwest is obligated to provide unbundled access, and;
    - 1.3.2 that is made up of UNEs that are ordinarily combined in the Qwest network.
  - 1.4 Requesting an Unbundled Network Element that does not require a technical feasibility analysis and has been defined by the FCC or the State Commission as a network element to which Qwest is obligated to provide unbundled access, but for which Qwest has not created a standard product.
2. Any request that requires an analysis of Technical Feasibility shall be treated as a Bona Fide Request (BFR), and will follow the BFR Process set forth in this Agreement. If it is determined that a request should have been submitted through the BFR process, Qwest will consider the BFR time frame to have started upon receipt of the original Special Request application form.
3. A Special Request shall be submitted in writing and on the appropriate Qwest form, which is located on Qwest's website.
4. Qwest shall acknowledge receipt of the Special Request within two (2) business days of receipt.
5. Qwest shall respond with an analysis, including costs and timeframes, within fifteen (15) business days of receipt of the Special Request. In the case of UNE Combinations, the analysis shall include whether the requested combination is a combination of network elements that are ordinarily combined in the Qwest network. If the request is for a combination of network elements that are not ordinarily combined in the Qwest network, the analysis shall indicate to CLEC that it should use the BFR process if CLEC elects to pursue its request.
6. Upon request, Qwest shall provide CLEC with Qwest's supporting cost data and/or studies for Unbundled Network Elements that CLEC wishes to order within seven (7) business days, except where Qwest cannot obtain a release from its vendors within seven (7) business days, in which case Qwest will make the data available as soon as Qwest receives the vendor release. Such cost data shall be treated as Confidential Information, if requested by Qwest under the non-disclosure sections of this Agreement.



**EXHIBIT G**

**INTENTIONALLY LEFT BLANK**

## EXHIBIT H

### Calculation of the Relative Use Factor (RUF)

#### Minutes that are Qwest's responsibility (A):

- All EAS/Local 251(b)(5) Minutes of Use (MOU) that Qwest sends to CLEC
- All Qwest Exchange Access MOU that Qwest sends to CLEC
- EAS/Local 251(b)(5) traffic that transits Qwest network and is terminated to CLEC, for which Qwest receives compensation from the originating Carrier for performing the local transiting function
- All IntraLATA transit MOU that Qwest sends to CLEC
- All ISP-bound and FX MOU that CLEC sends to Qwest

#### Minutes that are CLEC's responsibility (B):

- All EAS/Local 251(b)(5) MOU that CLEC sends to Qwest
- All Exchange Access MOU that CLEC sends to Qwest
- All EAS/Local 251(b)(5) traffic that CLEC sends to Qwest for termination on another Carrier's network
- All IntraLATA transit MOU that CLEC sends to Qwest
- All Jointly Provided Switched Access (unless joint NECA 4 billing percentages have been filed) that Qwest sends to CLEC and that CLEC sends to Qwest
- All ISP-bound and VNXX MOU that Qwest sends to CLEC
- All VNXX MOU that transits Qwest network and is terminated to CLEC

The mathematical equation for RUF is as follows:

**Qwest (A) / (A+B)      Rounded to nearest whole percentage**

**CLEC (B) / (A+B)      Rounded to nearest whole percentage**

Data used for the calculation will be the average of the most recent three (3) months' usage determined not to be an anomaly.

## Exhibit I – Individual Case Basis

1. This Agreement contains references to both ICB rates and ICB intervals. The purpose of this exhibit is to identify how CLEC's ICB requests – whether they be for rates or intervals – are processed through and by Qwest.
2. ICB Rate Intervals
  - 2.1 For those products and services identified in the Agreement that contain a provision for ICB rates, Qwest will provide CLEC with a written quote of the ICB rate within twenty (20) business days unless a specific interval for providing the quote is either contained in the Agreement or this Exhibit.
  - 2.2 The purpose of this subsection is to identify those circumstances when the generic twenty (20) business day interval in the aforementioned subsection to this Exhibit does not apply. In these specified circumstances, Qwest shall provide CLEC with an ICB quote within the stated specific intervals:
    - 2.2.1 Quotes for all Bona Fide Requests (BFR) shall be provided in accord with Section 17.
    - 2.2.2 Quotes for all Special Request Processes (SRP) shall be provided in accord with Exhibit F.
    - 2.2.3 Quotes for all collocation requests, regardless of the type of collocation, shall be provided in accord with the Section 8 interval.
    - 2.2.4 Quotes for all Field Connection Point requests shall be provided in accord with Section 9.3.
    - 2.2.5 Quotes for all Advanced Intelligent Network (AIN) requests shall be provided in accord with Section 9.
  - 2.3 Upon request, Qwest shall provide CLEC with Qwest's supporting cost data and/or cost studies for the Unbundled Network Element or service that CLEC wishes to order within seven (7) business days, except where Qwest cannot obtain a release from its vendors within seven (7) business days, in which case Qwest will make the data available as soon as Qwest receives the vendor release. Consistent with the terms and conditions of any applicable vendor contract or agreement, Qwest shall diligently pursue obtaining the release of cost information as soon as reasonably possible. To the extent consistent with the terms and obligations of any applicable vendor contract or agreement, Qwest shall request the release of vendor cost information when Qwest communicates with the vendor(s) when Qwest seeks a quote for the costs of the ICB project. Such cost data shall be treated as confidential information if requested by Qwest under the non-disclosure sections of this Agreement.

## Exhibit I – Individual Case Basis

3. ICB Provisioning Intervals
  - 3.1 For those products and services provided pursuant to this Agreement that contain a provision for ICB interval but do not contain a specific provision for when the ICB interval shall be provided, the ICB interval shall be provided within twenty (20) business days of receipt of the order, request or application.
  - 3.2 For ICB intervals for those products and services that require negotiated project time lines for installation, such as 2/4 wire analog loop for more than twenty-five (25) loops, the Qwest representative, authorized to commit to intervals, shall meet with CLEC's representative within seven (7) business days of receipt of the request from CLEC to negotiate intervals.

## **Exhibit J**

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# **Exhibit K**

## **PERFORMANCE ASSURANCE PLAN**

### **1.0 Introduction**

1.1 As set forth in this Agreement, Qwest and CLEC voluntarily agree to the terms of the following Performance Assurance Plan (“PAP”), initially prepared in conjunction with Qwest’s application for approval under Section 271 of the Telecommunications Act of 1996 (the “Act”) to offer in-region long distance service and subsequently modified in accordance with the Commission’s orders and, where applicable, by operation of law.

### **2.0 Plan Structure**

2.1 The PAP is a two-tiered, self-executing remedy plan. CLEC shall be provided with Tier 1 payments if, as applicable, Qwest does not provide parity between the service it provides to CLEC and that which it provides to its own retail customers, or Qwest fails to meet applicable benchmarks.

2.1.1 As specified in section 7.0, if Qwest fails to meet parity and benchmark standards on an aggregate CLEC basis, Qwest shall make Tier 2 payments to a Fund established by the state regulatory commission or, if required by existing law, to the state general fund.

2.2 As specified in sections 6.0 and 7.0 and Attachments 1 and 2, payment is generally on a per occurrence basis, (i.e., a set dollar payment times the number of non-conforming service events). For the performance measurements which do not lend themselves to per occurrence payment, payment is on a per measurement basis, (i.e., a set dollar payment). The level of payment also depends upon the number of consecutive months of non-conforming performance, (i.e., an escalating payment the longer the duration of non-conforming performance) unless otherwise specified.

2.3 Qwest shall be in conformance with the parity standard when service Qwest provides to CLEC is equivalent to that which it provides to its retail customers. The PAP relies upon statistical scoring to determine whether any difference between CLEC and Qwest performance results is significant, that is, not attributable to simple random variation. Statistical parity shall exist when performance results for CLEC and for Qwest retail analogue result in a z-value that is no greater than the critical z-values listed in the Critical Z-Statistical Table in section 5.0.

2.4 For performance measurements that have no Qwest retail analogue, agreed upon benchmarks shall be used. Benchmarks shall be evaluated using a “stare and compare” method. For example, if the benchmark for a particular performance measurement is 95% or better, Qwest performance results must be at least 95% to meet the benchmark. Percentage benchmarks will be adjusted to round the allowable number of misses up or down to the closest integer, except when a benchmark standard and low CLEC volume are such that a 100% performance result would be required to meet the standard and has not been attained in which case section 3.1.2 applies.

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### **3.0 Performance Measurements**

3.1 The performance measurements that are in the PAP and either (1) subject to the PAP payment mechanisms or (2) not subject to the PAP payment mechanisms but subject to the Reinstatement/Removal Process set forth in section 3.2 below are identified in Attachment 1 and sections 6.3 and 7.4. Each performance measurement identified is defined in the Performance Indicator Definitions ("PIDs") included in the SGAT at Exhibit B.

3.1.1 On Attachment 1 the measurements have been designated as Tier 1, Tier 2, or both Tier 1 and Tier 2 and given a High, Medium, or Low designation.

3.1.2 Where applicable elsewhere in the PAP, this provision modifies other provisions and operates as follows: For any Tier 1 or Tier 2 benchmark or non-interval parity performance sub-measure, Qwest shall apply one allowable miss to a sub-measure disaggregation that otherwise would require 100% performance before the performance is considered as non-conforming to standard (1) if at the CLEC-aggregate level, the performance standard is met or (2) where the CLEC-aggregate performance must be 100% to meet the standard, the CLEC-aggregate performance is conforming after applying one allowable miss at that level.

3.2 The following measures, which are listed in Attachment 1 or section 7.4, are not subject to the payment mechanisms of the PAP; however, they are subject to the PID Reinstatement/Removal Process. All other measures listed in Attachment 1, section 6.3 or section 7.4 are subject to the PAP payment mechanisms, but they are not subject to the PID Reinstatement/Removal Process.

- GA-3 Gateway Availability EB-TA
- GA-4 System Availability EXACT
- GA-7 Timely Outage Resolution following Software Releases
- PO-3 LSR Rejection Notice Interval
- PO-5D Firm Order Confirmations (FOCs) On Time (ASRs for LIS Trunks)
- PO-7 Billing Completion Notification Timeliness
- PO-8 Jeopardy Notice Interval
- PO-16 Timely Release Notifications
- OP-17 Timeliness of Disconnects Associated with LNP Orders
- MR-11 LNP Trouble Reports Cleared within Specified Timeframes
- BI-4 Billing Completeness
- NI-1 Trunk Blocking
- NP-1 NXX Code Activation

3.3 PID Reinstatement/Removal Process: If Qwest's performance for any sub-measure of the PIDs listed in section 3.2 above does not conform to the established PID standard as set

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forth in the PAP for three consecutive months, that sub-measure will be reinstated (i.e., be subject to the PAP payment mechanisms) subject to the retroactive payment provision of section 3.3.2 and subject to the PAP payment mechanisms effective in the month following the three consecutive months. The determination of whether a PID sub-measure is reinstated is made no later than at the end of the second month following the third consecutive month of non-conforming performance. The sub-measure will remain subject to the PAP payment mechanisms until Qwest's performance for that sub-measure satisfies the established standards for three consecutive months. Effective the month following such conforming performance, the sub-measure will no longer be subject to the PAP payment mechanisms but will continue to be subject to the PID Reinstatement/Removal Process. The determination of whether a PID sub-measure is removed from being subject to the PAP payment mechanisms is made no later than the end of the second month following the third consecutive month of conforming performance. Where applicable elsewhere in the PAP, this PID Reinstatement/Removal Process modifies other provisions and operates as follows:

3.3.1 Disaggregation and Reporting Levels: Performance will be evaluated at the lowest level of disaggregation defined in Exhibit B of the SGAT on a CLEC-aggregated or other-aggregated basis such that performance is evaluated for the purposes of administering the Reinstatement/Removal Process on a statewide or regionwide level, as applicable per the PID.

3.3.2 Retroactive Payments: To calculate retroactive payments for the sub-measures reinstated, PAP payment mechanisms will be applied to the three consecutive months in which the standard was missed, which triggered reinstatement. These retroactive payments will be made to applicable CLECs or the Tier 2 fund, depending upon the tier designation of the PID, at the end of the third month after the month in which performance triggered re-instatement.

3.3.2.1 Accounting for Payments: In support of retroactive payments (section 3.3.2 above), Qwest will account separately for PAP payments that would have been made to individual CLECs or to the Tier 2 Fund for a sub-measure as though it had been subject to the PAP payment mechanisms, where automatic reinstatement applies, and account separately in the same manner for the time between when it is determined that a sub-measure met the standard for automatic removal and the effective date of removal (the month following the three consecutive "met" months). With regard to sub-measures that are subsequently removed again through this process, any PAP payments made during the three consecutive months which triggers automatic removal will not be recovered by Qwest.

3.3.2.2 Interest: In the case of automatic reinstatement, retroactive payments will include interest calculated at the prime rate as reported in the *Wall Street Journal* from the date a payment would have been made to the date the payment is actually made.

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# **PERFORMANCE ASSURANCE PLAN**

3.3.2.3 Tracking: Qwest will track and report service and payment results, including retroactive and avoided (i.e., during periods of removal) PAP payments and the disposition of the avoided payments on a CLEC, PID sub-measure and aggregate basis each month.

3.3.3 Public Website: Qwest will maintain a public website showing the PAP status of each PID or sub-measure with respect to the applicability of the PAP payment mechanisms (i.e., reinstated or removed), which eliminates the requirement to make filings with the Commission to modify the PAP due to the application of the PID Reinstatement/Removal Process.

#### **4.0 Statistical Measurement**

4.1 Qwest uses a statistical test, namely the modified “z-test,” for evaluating the difference between two means (i.e., Qwest and CLEC service or repair intervals) or two percentages (e.g., Qwest and CLEC proportions), to determine whether a parity condition exists between the results for Qwest and the CLEC(s). The modified z-tests shall be applicable if the number of data points are greater than 30 for a given measurement. For testing measurements for which the number of data points are 30 or less, Qwest will use a permutation test to determine the statistical significance of the difference between Qwest and CLEC.

4.2 Qwest shall be in conformance when the monthly performance results for parity measurements (whether in the form of means, percents, or proportions and at the equivalent level of disaggregation) are such that the calculated z-test statistics are not greater than the critical z-values as listed in Table 1, section 5.0.

4.3 Qwest shall be in conformance with benchmark measurements when the monthly performance result equals or exceeds the benchmark, if a higher value means better performance, and when the monthly performance result equals or is less than the benchmark if a lower value means better performance.

The formula for determining parity using the modified z-test is:

$$z = \text{DIFF} / \sigma_{\text{DIFF}}$$

Where:

$$\text{DIFF} = M_{\text{Qwest}} - M_{\text{CLEC}}$$

$$M_{\text{QWEST}} = \text{Qwest average or proportion}$$

$$M_{\text{CLEC}} = \text{CLEC average or proportion}$$

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$$\sigma_{\text{DIFF}} = \text{square root } [\sigma^2_{\text{Qwest}} (1/n_{\text{CLEC}} + 1/n_{\text{Qwest}})]$$

$\sigma^2_{\text{Qwest}}$  = calculated variance for Qwest

$n_{\text{Qwest}}$  = number of observations or samples used in Qwest measurement

$n_{\text{CLEC}}$  = number of observations or samples used in CLEC measurement

The modified z-tests will be applied to reported parity measurements that contain more than 30 data points.

In calculating the difference between Qwest and CLEC performance, the above formula applies when a larger Qwest value indicates a better level of performance. In cases where a smaller Qwest value indicates a higher level of performance, the order is reversed, i.e.,  $M_{\text{CLEC}} - M_{\text{QWEST}}$ .

4.3.1 For parity measurements where the number of data points is 30 or less, Qwest will apply a permutation test to test for statistical significance. Permutation analysis will be applied to calculate the z-statistic using the following logic:

Calculate the modified z-statistic for the actual arrangement of the data

Pool and mix the CLEC and Qwest data sets

Perform the following 1000 times:

Randomly subdivide the pooled data sets into two pools, one the same size as the original CLEC data set ( $n_{\text{CLEC}}$ ) and one reflecting the remaining data points, and one reflecting the remaining data points, (which is equal to the size of the original Qwest data set or  $n_{\text{QWEST}}$ ).

Compute and store the modified z-test score ( $Z_S$ ) for this sample.

Count the number of times the z-statistic for a permutation of the data is greater than the actual modified z- statistic

Compute the fraction of permutations for which the statistic for the rearranged data is greater than the statistic for the actual samples

If the fraction is greater than  $\alpha$ , the significance level of the test, the hypothesis of no difference is not rejected, and the test is passed. The  $\alpha$  shall be .05 when the critical z value is 1.645 and .15 when the critical z value is 1.04.

### 5.0 Critical Z-Value

5.1 The following table shall be used to determine the critical z-value that is referred to in section 6.0. It is based on the monthly business volume of the CLEC for the particular performance measurements for which statistic testing is being performed.

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**TABLE 1: CRITICAL Z-VALUE**

CLEC volume (Sample size)	LIS Trunks, UDITs, Resale, UBL-DS1 and DS-3	All Other
1-10	1.04*	1.645
11-150	1.645	1.645
151-300	2.0	2.0
301-600	2.7	2.7
601-3000	3.7	3.7
3001 and above	4.3	4.3

\* The 1.04 applies for individual month testing for performance measurements involving LIS trunks and DS-1 and DS-3 that are UDITs, Resale, or Unbundled Loops. The performance measurements are OP-3d/e, OP-4d/e, OP-5a, OP-6-4/5, MR-5a/b, MR-7d/e, and MR-8. For purposes of determining consecutive month misses, 1.645 shall be used. Where performance measurements disaggregate to zone 1 and zone 2, the zones shall be combined for purposes of statistical testing.

### **6.0 Tier 1 Payments to CLEC**

6.1 Tier 1 payments to CLEC shall be made solely for the performance measurements designated as Tier 1 on Attachment 1. The payment amount for non-conforming service varies depending upon the designation of performance measurements as High, Medium, and Low and the duration of the non-conforming service condition as described below. Non-conforming service is defined in section 4.0.

6.1.1 Determination of Non-Conforming Measurements: The number of performance measurements that are determined to be non-conforming and, therefore, eligible for Tier 1 payments, are limited according to the critical z-value shown in Table 1, section 5.0. The critical z-values are the statistical standard that determines for each CLEC performance measurement whether Qwest has met parity. The critical z-value is selected from Table 1 according to the monthly CLEC volume for the performance measurement. For instance, if the CLEC sample size for that month is 100, the critical z-value is 1.645 for the statistical testing of that parity performance measurement.

6.2 Determination of the Amount of Payment: Tier 1 payments to CLEC, except as provided for in sections 6.2.3, 6.3 and 10.0, are calculated and paid monthly based on the number of performance measurements exceeding the critical z-value. Payments will be made on either a per occurrence or per measurement basis, depending upon the performance measurement, using the dollar amounts specified in Table 2 below. The dollar amounts vary depending upon whether the performance measurement is designated High, Medium, or Low

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and escalate depending upon the number of consecutive months for which Qwest has not met the standard for the particular measurement.

6.2.1 The escalation of payments for consecutive months of non-conforming service will be matched month for month with de-escalation of payments for every month of conforming service. For example, if Qwest has four consecutive monthly “misses” it will make payments that escalate from month 1 to month 4 as shown in Table 2. If, in the next month, service meets the standard, Qwest makes no payment. A payment “indicator” de-escalates down from month 4 to month 3. If Qwest misses the following month, it will make payment at the month 3 level of Table 2 because that is where the payment “indicator” presently sits. If Qwest misses again the following month, it will make payments that escalate back to the month 4 level. The payment level will de-escalate back to the original month 1 level only upon conforming service sufficient to move the payment “indicator” back to the month 1 level.

6.2.2 For those performance measurements listed on Attachment 2 as “Performance Measurements Subject to Per Measurement Caps,” excluding BI-3A, payment to a CLEC in a single month shall not exceed the amount listed in Table 2 below for the “Per Measurement Cap” category. For those performance measurements listed on Attachment 2 as “Performance Measurements Subject to Per Measurement Payments,” if any should be added at a later time, payment to a CLEC will be the amount set forth in Table 2 below under the section labeled “Per Measurement Cap.”

**TABLE 2: TIER 1 PAYMENTS TO CLEC**

Per Occurrence							
Measurement Group	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Each following month after Month 6 add
High	\$150	\$250	\$500	\$600	\$700	\$800	\$100
Medium	\$ 75	\$150	\$300	\$400	\$500	\$600	\$100
Low	\$ 25	\$ 50	\$100	\$200	\$300	\$400	\$100

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Per Measurement Cap							
Measurement Group	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Each following month after Month 6 add
High	\$25,000	\$50,000	\$75,000	\$100,000	\$125,000	\$150,000	\$25,000
Medium	\$10,000	\$20,000	\$30,000	\$ 40,000	\$ 50,000	\$ 60,000	\$10,000
Low	\$ 5,000	\$10,000	\$15,000	\$ 20,000	\$ 25,000	\$ 30,000	\$ 5,000

6.2.3 For the BI-3A performance measurement, the dollar payment amount for non-conforming performance varies depending upon the Total Bill Adjustment Amount for the CLEC. The payment amount is calculated using Table 2A below by multiplying the per occurrence amount times the number of occurrences based on the Total Bill Adjustment Amount,<sup>1</sup> capped at the amount shown in the table for that Total Bill Adjustment Amount. The escalation of payments for consecutive months as stated in section 6.2.1 does not apply.

**TABLE 2A: TIER 1 PAYMENTS TO CLECS FOR BI-3A**

Total Bill Adjustment Amount	Per Occurrence Amount	Cap
\$0 - \$0.99	\$0	\$0
\$1 - \$199.99	\$1	\$200
\$200 - \$999.99	\$10	\$5,000
\$1,000 - \$9,999.99	\$10	\$10,000
\$10,000 - \$49,999.99	\$15	\$15,000
\$50,000 - \$99,999.99	\$20	\$20,000
\$100,000 and over	\$25	\$25,000

6.3 For collocation, CP-2 and CP-4 performance measurements shall be relied upon for delineation of collocation business rules. For purposes of calculating Tier 1 payments, collocation jobs and collocation feasibility studies that are later than the due date will have a per day payment applied according to Table 3. The per day payment will be applied to any collocation job in which the feasibility study is provided or the collocation installation is completed later than the scheduled date. The calculation of the payment amount will be performed by applying the per day payment amounts as specified in Table 3. Thus, for days 1 through 10, the payment is \$150 per day. For days 11 through 20, the payment is \$300 per day and so on.

<sup>1</sup> Total Bill Adjustment Amount is determined by subtracting the BI-3A numerator from the BI-3A denominator as defined in the BI-3 PID formula.

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**TABLE 3: TIER-1 COLLOCATION PAYMENTS TO CLECS**

Days Late	Completion Date	Feasibility Study
1 to 10 days	\$150/day	\$45/day
11 to 20 days	\$300/day	\$90/day
21 to 30 days	\$450/day	\$135/day
31 to 40 days	\$600/day	\$180/day
More than 40 days	\$1,000/day	\$300/day

6.4 A minimum payment calculation shall be performed by Qwest at the end of each year for each CLEC with annual order volumes of no more than 1,200. The payment shall be calculated by adding the applicable minimum payment amount in Table 4 below for each month in which at least one payment was made to the CLEC. To the extent that the actual CLEC payment for the year is less than the product of the preceding calculation, Qwest shall make an additional payment equal to the difference.

**TABLE 4: MINIMUM PAYMENTS TO CLECS**

Total Monthly Payment:	Minimum Payment Amount:
Less than \$200	\$ 0
Between \$200 and \$800	\$ 1,500
Between \$801 and \$1,400	\$ 2,000
Over \$1,400	\$ 2,500

#### **7.0 Tier 2 Payments to the State**

7.1 Payments to the State shall be limited to the performance measurements designated in section 7.4 for Tier 2 per measurement payments and in Attachment 1 for per occurrence payments and which have at least 10 data points each month for the period payments are being calculated. Similar to the Tier 1 structure, Tier 2 measurements are categorized as High, Medium, and Low and the amount of payments for non-conformance varies according to this categorization.

7.2 **Determination of Non-Conforming Measurements:** The determination of non-conformance will be based upon the aggregate of all CLEC data for each Tier 2 performance measurement. Non-conforming service is defined in section 4.2 (for parity measurements) and 4.3 (for benchmark measurements), except that a 1.645 critical z-value shall be used for all parity measurements but MR-2 and OP-2. The critical z-value is the statistical standard that determines for each performance measurement whether Qwest has met parity.

7.3 **Determination of the Amount of Payment:** Except as provided in section 7.4, Tier 2 payments are calculated and paid monthly based on the number of performance measurements

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failing performance standards for a third month in any twelve month period for Tier 2 measurements with Tier 1 counterparts and for a second month in any twelve month period for Tier 2 measurements that do not have Tier 1 counterparts. Payment will be made on either a per occurrence or per measurement basis, whichever is applicable to the performance measurement, using the dollar amounts specified in Table 5 or Table 6 below. Except as provided in section 7.4, the dollar amounts vary depending upon whether the performance measurement is designated High, Medium, or Low.

7.3.1 For those Tier 2 measurements listed on Attachment 2 as “Performance Measurements Subject to Per Measurement Caps,” payment to the State in a single month shall not exceed the amount listed in Table 5 for the “Per Measurement Cap” category.

**TABLE 5: TIER 2 PAYMENTS TO STATE FUNDS**

Per Occurrence

Measurement Group	
High	\$500
Medium	\$300
Low	\$200

Per Measurement Cap

Measurement Group	
High	\$75,000
Medium	\$30,000
Low	\$20,000

7.4 Performance Measurements Subject to Per Measurement Payment: The following Tier 2 performance measurements shall have their performance results measured on a region-wide (14 state) basis. Failure to meet the performance standard, therefore, will result in a per measurement payment in each of the Qwest in-region 14 states adopting this PAP. The performance measurements are:

- GA-1: Gateway Availability - IMA-GUI
- GA-2: Gateway Availability - IMA-EDI
- GA-3: Gateway Availability – EB-TA
- GA-4: System Availability – EXACT
- GA-6: Gateway Availability – GUI-Repair
- PO-1: Pre-Order/Order Response Times
- OP-2: Call Answered within Twenty Seconds – Interconnect Provisioning Center
- MR-2: Calls Answered within Twenty Seconds – Interconnect Repair Center

GA-1 has two sub-measurements: GA-1A and GA-1D. PO-1 shall have two sub-measurements: PO-1A and PO-1B. PO-1A and PO-1B shall have their transaction types aggregated together.

For these measurements, Qwest will make a Tier 2 payment based upon monthly performance results according to Table 6: Tier 2 Per Measurement Payments to State Funds.

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**TABLE 6: TIER 2 PER MEASUREMENT PAYMENTS TO STATE FUNDS**

Measurement	Performance	State Payment	14 State Payment
GA-1,2,3,4,6	1% or lower	\$1,000	\$14,000
	>1% to 3%	\$10,000	\$140,000
	>3% to 5%	\$20,000	\$280,000
	>5%	\$30,000	\$420,000
PO-1	2 sec. Or less	\$1,000	\$14,000
	>2 sec. to 5 sec.	\$5,000	\$70,000
	>5 sec. to 10 sec.	\$10,000	\$140,000
	>10 sec.	\$15,000	\$210,000
OP-2/MR-2	1% or lower	\$1,000	\$14,000
	>1% to 3%	\$5,000	\$70,000
	>3% to 5%	\$10,000	\$140,000
	>5%	\$15,000	\$210,000

7.5 Payment of Tier 2 Funds: Payments to a state fund shall be used for any purpose determined by the Commission that is allowed to it by state law. Until such time as the North Dakota Legislature determines the uses by the Commission of Tier 2 funds, Tier 2 payments shall be made to the ND Performance Assurance Fund as set forth in QPAP Section 11.3 and its subsections. Upon the effective date of legislation, the receipt and administration of Tier 2 funds shall be as directed by the North Dakota Legislature.

#### **8.0 Step by Step Calculation of Monthly Tier 1 Payments to CLEC**

8.1 Application of the Critical Z-Values: Qwest shall identify the Tier 1 parity performance measurements that measure the service provided to CLEC by Qwest for the month in question and the critical z-value from Table 1 in section 5.0 that shall be used for purposes of statistical testing for each particular performance measurement. The statistical testing procedures described in section 4.0 shall be applied. For the purpose of determining the critical z-values, each disaggregated category of a performance measurement is treated as a separate sub-measurement. The critical z-value to be applied is determined by the CLEC volume at each level of disaggregation or sub-measurement.



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8.2 Performance Measurements for which Tier 1 Payment is Per Occurrence:

8.2.1 Performance Measurements that are Averages or Means:

8.2.1.1 Step 1: For each performance measurement, the average or the mean that would yield the critical z-value shall be calculated. The same denominator as the one used in calculating the z-statistic for the measurement shall be used. (For benchmark measurements, the benchmark value shall be used.)

8.2.1.2 Step 2: The percentage differences between the actual averages and the calculated averages shall be calculated. The calculation is  $\% \text{ diff} = (\text{CLEC result} - \text{Calculated Value}) / \text{Calculated Value}$ . The percent difference shall be capped at a maximum of 100%. In all calculations of percent differences in sections 8.0 and 9.0, the calculated percent differences is capped at 100%.

8.2.1.2 Step 3: For each performance measurement, the total number of data points shall be multiplied by the percentage calculated in the previous step and the per occurrence dollar amounts from the Tier 1 Payment Table shall determine the payment to the CLEC for each non-conforming performance measurement.

8.2.2 Performance Measurements that are Percentages:

8.2.2.1 Step 1: For each performance measurement, the percentage that would yield the critical z-value shall be calculated. The same denominator as the one used in calculating the z- statistic for the measurement shall be used. (For benchmark measurements, the benchmark value shall be used.)

8.2.2.2 Step 2: The difference between the actual percentages for the CLEC and the calculated percentages shall be determined.

8.2.2.3 Step 3: For each performance measurement, the total number of data points shall be multiplied by the difference in percentage calculated in the previous step, and the per occurrence dollar amount taken from the Tier 1 Payment Table, to determine the payment to the CLEC for each non-conforming performance measurement.

8.2.3 Performance Measurements that are Ratios or Proportions:

8.2.3.1 Step 1: For each performance measurement the ratio that would yield the critical z-value shall be calculated. The same denominator as the one used in calculating the z-statistic for the measurement shall be used. (For benchmark measurements, the benchmark value shall be used.)

8.2.3.2 Step 2: The absolute difference between the actual rate for the CLEC and the calculated rate shall be determined.

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8.2.3.3 Step 3: For each performance measurement, the total number of data points shall be multiplied by the difference calculated in the previous step, and the per occurrence dollar amount taken from the Tier 1 Payment Table, to determine the payment to the CLEC for each non-conforming performance measurement.

8.3 Performance Measurements for which Tier 1 Payment is Per Measure:

8.3.1 For each performance measurement where Qwest fails to meet the standard, the payment to the CLEC shall be the dollar amount shown on the “per measure” portion of Table 2: Tier 1 Payments to CLEC.

### **9.0 Step by Step Calculation of Monthly Tier 2 Payments to State Funds**

9.1.1 Application of the Critical Z-Value: Qwest shall identify the Tier 2 parity performance measurements that measure the service provided by Qwest to all CLECs for the month in question. The statistical testing procedures described in section 4.0 shall be applied, except that a 1.645 critical z-value shall be used for all parity measurements but MR-2 and OP-2.

9.1.2 Tier 2 payments for performance measurements listed on Attachment 1 shall be made in the current month when 1) for Tier 2 measurements that have Tier 1 counterparts it is determined that Qwest missed the performance standard for a third month in any twelve-month period or 2) for Tier 2 measurements that do not have Tier 1 counterparts it is determined that Qwest missed the performance standard for a second month during any twelve-month period.

9.2 Performance Measurements for which Tier 2 Payment is Per Occurrence:

9.2.1 Performance Measurements that are Averages or Means:

9.2.1.1 Step 1: The monthly average or the mean for each performance measurement that would yield the critical z-value for each month shall be calculated. The same denominator as the one used in calculating the z-statistic for the measurement shall be used. (For benchmark measurements, the benchmark value shall be used.)

9.2.2.2 Step 2: The percentage difference between the actual averages and the calculated averages for each month shall be calculated. The calculation for parity measurements is  $\% \text{ diff} = (\text{actual average} - \text{calculated average}) / \text{calculated average}$ . The percent difference shall be capped at a maximum of 100%. In all calculations of percent differences in section 8.0 and section 9.0, the calculated percent difference is capped at 100%.

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9.2.2.3 Step 3: For each performance measurement, the total number of data points each month shall be multiplied by the percentage calculated in the previous step. The average for three months (rounded to the nearest integer) shall be calculated and multiplied by the result of the per occurrence dollar amount taken from the Tier 2 Payment Table to determine the payment to the State for each non-conforming performance measurement.

#### 9.3 Performance Measurements that are Percentages:

9.3.1 Step 1: For each performance measurement, the monthly percentage that would yield the critical z-value for each month shall be calculated. The same denominator as the one used in calculating the z-statistic for the measurement shall be used. (For benchmark measurements, the benchmark value shall be used.)

9.3.1.2 Step 2: The difference between the actual percentages and the calculated percentages for each of the three non-conforming months shall be calculated. The calculation for parity measurement is  $\text{diff} = (\text{CLEC result} - \text{calculated percentage})$ . This formula shall be applicable where a high value is indicative of poor performance. The formula shall be reversed where high performance is indicative of good performance.

9.3.1.3 Step 3: For each performance measurement, the total number of data points for each month shall be multiplied by the difference in percentage calculated in the previous step. The average for three months shall be calculated (rounded to the nearest integer) and multiplied by the result of the per occurrence dollar amounts taken from the Tier 2 Payment Table to determine the payment to the State.

#### 9.4 Performance Measurements that are Ratios or Proportions:

9.4.1 Step 1: For each performance measurement, the ratio that would yield the critical z-value for each month shall be calculated. The same denominator as the one used in calculating the z-statistic for the measurement shall be used. (For benchmark measurements, the benchmark value shall be used.)

9.4.1.1 Step 2: The difference between the actual rate for the CLEC and the calculated rate for each month of the non-conforming three-month period shall be calculated. The calculation is:  $\text{diff} = (\text{CLEC rate} - \text{calculated rate})$ . This formula shall apply where a high value is indicative of poor performance. The formula shall be reversed where high performance is indicative of good performance.

9.4.1.2 Step 3: For each performance measurement, the total number of data points shall be multiplied by the difference calculated in the previous step for each month. The average for three months shall be calculated (rounded to the nearest integer) and multiplied by the result of the per occurrence dollar amounts taken from the Tier 2 Payment Table to determine the payment to the State.

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9.5 Performance Measurements for which Tier 2 Payment is Per Measure:

9.5.1 For each performance measurement where Qwest fails to meet the standard, the payment to the State Fund shall be the dollar amount shown on the “per measure” portion of the Tier 2 Payment Table.

### **10.0 Low Volume, Developing Markets**

10.1 For certain qualifying performance standards, if the aggregate monthly volumes of CLECs participating in the PAP are more than 10, but less than 100, Qwest will make Tier 1 payments to CLECs for failure to meet the parity or benchmark standard for the qualifying performance sub-measurements. The qualifying sub-measurements are the ADSL qualified loop product disaggregations of OP-3, OP-4, OP-5a, MR-3, MR-5, MR-7, and MR-8. If the aggregate monthly CLEC volume is greater than 100, the provisions of this section shall not apply to the qualifying performance sub-measurement.

10.2 The determination of whether Qwest has met the parity or benchmark standards will be made using aggregate volumes of CLECs participating in the PAP. In the event Qwest does not meet the applicable performance standards, a total payment to affected CLECs will be determined in accordance with the high, medium, low designation for each performance measurement (see Attachment 1) and as described in section 8.0, except that CLEC aggregate volumes will be used. In the event the calculated total payment amount to CLECs is less than \$5,000, a minimum payment of \$5,000 shall be made. The resulting total payment amount to CLECs will be apportioned to the affected CLECs based upon each CLEC’s relative share of the number of total service misses.

10.3 At the six (6)-month reviews, Qwest will consider adding to the above list of qualifying performance sub-measurements, new products disaggregation representing new modes of CLEC entry into developing markets.

### **11.0 Payment**

11.1 Payments to CLEC, the State, or the Special Fund shall be made one month following the due date of the performance measurement report for the month for which payment is being made. Qwest will pay interest on any late payment and underpayment at the prime rate as reported in the Wall Street Journal. On any overpayment, Qwest is allowed to offset future payments by the amount of the overpayment plus interest at the prime rate.

11.2 Payment to CLEC shall be made via bill credits. Bill credits shall be identified on a summary format substantially similar to that distributed as a prototype to the CLECs and the Commissions. To the extent that a monthly payment owed to CLEC under this PAP exceeds the amount owed to Qwest by CLEC on a monthly bill, Qwest will issue a check or wire

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transfer to CLEC in the amount of the overage. Payment to the State shall be made via check or wire transfer.

11.3 A ND Performance Assurance Fund shall be created for the purpose of receiving Tier 2 payments.

11.3.1 Qwest shall establish the ND Performance Assurance Fund as an interest bearing escrow account upon FCC section 271 approval of the PAP. Qwest shall deposit all Tier 2 payments into the ND Performance Assurance Fund. The cost of the escrow account will be paid for from account funds.

11.3.2 All charges against the funds shall be presented to the Commission.

11.3.3 Qwest shall advance, upon request, sufficient funds to any consolidated multistate Special Fund established by participating states, set up for the purpose of a regional audit as specified in sections 15.1-15.4, not to exceed \$200,000 (or \$500,000 in the event 6 or more states participate in the regional audit) in order to meet initial claims against that fund to the extent that contributions from Tier 2 payments directed to the fund by the participating states are insufficient. Qwest shall be allowed to recover any such advances plus interest from the fund at the rate that such an escrow account would have earned from future Tier 2 payments.

#### **12.0 Cap on Tier 1 and Tier 2 Payments**

12.1 There shall be an annual cap on the total payments made by Qwest beginning with the effective date of the PAP for the State of North Dakota. The annual cap, beginning with the effective date of the PAP for the State of North Dakota, shall be 36% of the 1999 ARMIS Net Return (which is \$13,000,000). Subsequent annual caps determined pursuant to section 12.2 and its subsections are expressed as a percent and are applied to Qwest's most recently reported ARMIS Net Return to determine the dollar amount of the annual cap. CLEC agrees that this amount constitutes a maximum annual cap that shall apply to the aggregate total of any Tier-1 liquidated damages (including any such damages paid pursuant to this Agreement or voluntary payments made by Qwest pursuant to any North Dakota interconnection agreement with a performance remedy plan) and Tier-2 Assessments or voluntary payments made by Qwest pursuant to any North Dakota interconnection agreement with a performance remedy plan.

12.2 The 36% annual cap may increase to 44% of ARMIS Net Return as follows:

12.2.1 An increase in the "existing annual cap" of 4 percentage points at any one time (i.e. first to 40 percent then to 44 percent) shall occur in cases where the cap would have been exceeded for any consecutive period of 24 months by that same 4 percent or more. Qwest may file a petition with the NDPSC seeking relief for payments exceeding the existing annual cap. Qwest will not be required to make payments in excess of the existing annual cap

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pending the outcome of the proceeding before the Commission. Qwest shall have the burden of establishing that it could not have remained below the existing annual cap through use of reasonable and prudent effort. If the Commission determines that Qwest should make payments in excess of the existing annual cap, Qwest shall make any and all payments that were suspended with interest.

12.2.2 A decrease in the existing annual cap of a maximum of 4 percentage points at any one time shall occur upon order by the Commission that it is appropriate to do so after performance for any consecutive period of 24 months which produces calculations of total payment responsibility that is 8 or more percentage points (i.e., 26 percent or less) below the cap amount for that period, provided that:

- a. the Commission shall determine that the preponderance of the Qwest evidence shows the performance results underlying those payment calculations results from an adequate Qwest commitment to meeting its responsibilities to provide adequate wholesale service and to keeping open its local markets, and
- b. the Commission shall have made that determination after providing all interested parties an opportunity to be heard.

12.2.3 The provisions of 12.2.1 and 12.2.2 shall be applicable to the next 24 month period commencing at the completion of the first, provided that the maximum annual cap shall be 44 percent; the minimum annual cap shall be 36 percent.

12.3 If the annual cap is reached, each CLEC shall, as of the end of the year, be entitled to receive the same percentage of its total calculated Tier 1 payments. In order to preserve the operation of the annual cap, the percentage equalization shall take place as follows:

12.3.1 The amount by which any month's total year-to-date Tier 1 and Tier 2 payments exceeds the sum of the year-to-date monthly caps (a month's cap is defined as 1/12<sup>th</sup> of the annual cap in effect during that month) shall be calculated and apportioned between Tier 1 and Tier 2 according to the percentage that each bore of total payments for the year-to-date. The Tier 1 apportionment resulting of this calculation shall be known as the "Tracking Account."

12.3.2 The Tier 1 apportionment shall be debited against the monthly payment due to each CLEC, by applying to the year-to-date payments received by each the percentage necessary to generate the required total Tier 1 amount.

12.3.3 The Tracking Amount shall be apportioned among all CLECs so as to provide each with payments equal in percentage of its total year to date Tier 1 payment calculations.

12.3.4 This calculation shall take place in the first month that the year-to-date total Tier 1 and Tier 2 payments are expected to exceed the cumulative monthly cap and for each month

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of that year thereafter. Qwest shall recover any debited amounts by reducing payments due to any CLEC for that month and any succeeding months, as necessary.

### **13.0 Limitations**

13.1 The PAP shall not become available in the State unless and until Qwest receives effective section 271 authority from the FCC for that State.

13.2 Qwest will not be liable for Tier 1 payments to CLEC in an FCC approved state until the Commission has approved an interconnection agreement between CLEC and Qwest which adopts the provisions of this PAP.

13.3 Qwest shall not be obligated to make Tier 1 or Tier 2 payments for any measurement if and to the extent that non-conformance for that measurement was the result of any of the following: 1) with respect to performance measurements with a benchmark standard, a Force Majeure event as defined in section 5.7 of the SGAT. Qwest will provide notice of the occurrence of a Force Majeure event within 72 hours of the time Qwest learns of the event or within a reasonable time frame that Qwest should have learned of it; 2) an act or omission by a CLEC that is contrary to any of its obligations under its interconnection agreement with Qwest or under federal or state law; an act or omission by CLEC that is in bad faith. Examples of bad faith conduct include, but are not limited to: unreasonably holding service orders and/or applications, “dumping” orders or applications in unreasonably large batches, “dumping” orders or applications at or near the close of a business day, on a Friday evening or prior to a holiday, and failing to provide timely forecasts to Qwest for services or facilities when such forecasts are explicitly required by the SGAT; 3) problems associated with third-party systems or equipment, which could not have been avoided by Qwest in the exercise of reasonable diligence, *provided, however*, that this third party exclusion will not be raised in the State more than three times within a calendar year. If a Force Majeure event or other excusing event recognized in this section merely suspends Qwest’s ability to timely perform an activity subject to a performance measurement that is an interval measure, the applicable time frame in which Qwest’s compliance with the parity or benchmark criterion is measured will be extended on an hour-for-hour or day-for-day basis, as applicable, equal to the duration of the excusing event.

13.3.1 Qwest will not be excused from Tier 1 or Tier 2 payments for any reason except as described in Section 13.0. Qwest will have the burden of demonstrating that its non-conformance with the performance measurement was excused on one of the grounds described in this PAP. A party may petition the Commission to require Qwest to deposit disputed payments into an escrow account when the requesting party can show cause, such as grounds provided in the Uniform Commercial Code for cases of commercial uncertainty.

13.3.2 Notwithstanding any other provision of this PAP, it shall not excuse performance that Qwest could reasonably have been expected to deliver assuming that it had designed,

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implemented, staffed, provisioned, and otherwise provided for resources reasonably required to meet foreseeable volumes and patterns of demands upon its resources by CLECs.

13.4 Qwest's agreement to implement these enforcement terms, and specifically its agreement to pay any "liquidated damages" or "assessments" hereunder, will not be considered as an admission against interest or an admission of liability in any legal, regulatory, or other proceeding relating in whole or in part to the same performance.

13.4.1 CLEC may not use: 1) the existence of this enforcement plan; or 2) Qwest's payment of Tier -1 "liquidated damages" or Tier 2 "assessments" as evidence that Qwest has discriminated in the provision of any facilities or services under Sections 251 or 252, or has violated any state or federal law or regulation. Qwest's conduct underlying its performance measures, however are not made inadmissible by its terms.

13.4.2 By accepting this performance remedy plan, CLEC agrees that Qwest's performance with respect to this remedy plan may not be used as an admission of liability or culpability for a violation of any state or federal law or regulation. (Nothing herein is intended to preclude Qwest from introducing evidence of any Tier 1 "liquidated damages" under these provisions for the purpose of offsetting the payment against any other damages or payments a CLEC might recover.) The terms of this paragraph do not apply to any proceeding before the Commission or the FCC to determine whether Qwest has met or continues to meet the requirements of section 271 of the Act.

13.5 By incorporating these liquidated damages terms into the PAP, Qwest and CLEC accepting this PAP agree that proof of damages from any non-conforming performance measurement would be difficult to ascertain and, therefore, liquidated damages are a reasonable approximation of any contractual damages that may result from a non-conforming performance measurement. Qwest and CLEC further agree that Tier 1 payments made pursuant to this PAP are not intended to be a penalty. The application of the assessments and damages provided for herein is not intended to foreclose other noncontractual legal and non-contractual regulatory claims and remedies that may be available to a CLEC.

13.6 This PAP contains a comprehensive set of performance measurements, statistical methodologies, and payment mechanisms that are designed to function together, and only together, as an integrated whole. To elect the PAP, CLEC must adopt the PAP in its entirety in its interconnection agreement with Qwest in lieu of other alternative standards or relief for the same wholesale services governed by the QPAP. Where alternative standards or remedies for Qwest wholesale services governed by the QPAP are available under rules, orders, or contracts, including interconnection agreements, CLEC will be limited to either PAP standards and remedies or the standards and remedies available under rules, orders, or contracts and CLECs choice of remedies shall be specified in its interconnection agreement.

13.7 Any liquidated damages payment by Qwest under these provisions is not hereby made inadmissible in any proceeding related to the same conduct where Qwest seeks to offset

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the payments against any other damages a CLEC may recover; whether or not the nature of the damages sought by the CLEC is such that an offset is appropriate will be determined in the relevant proceeding.

13.8 Qwest shall not be liable for both Tier 2 payments under the PAP and assessments, sanctions, or other payments for the same underlying activity or omission pursuant to any Commission order or service quality rules.

13.9 Whenever a Qwest Tier 1 payment to an individual CLEC exceeds \$3 million in a month, Qwest may commence a proceeding to demonstrate why it should not be required to pay any amount in excess of the \$3 million. Upon timely commencement of the proceeding, Qwest must pay the balance of payments owed in excess of \$3 million into escrow, to be held by a third-party pending the outcome of the proceeding. To invoke these escrow provisions, Qwest must file, not later than the due date of the Tier 1 payments, its application. Qwest will have the burden of proof to demonstrate why, under the circumstances, it would be unjust to require it to make the payments in excess of \$3 million. If Qwest reports non-conforming performance to CLEC for three consecutive months on 20% or more of the measurements reported to CLEC and has incurred no more than \$1 million in liability to CLEC, then CLEC may commence a similar proceeding. In any such proceeding CLEC will have the burden of proof to demonstrate why, under the circumstances, justice requires Qwest to make payments in excess of the amount calculated pursuant to the terms of the PAP. The disputes identified in this section shall be resolved in a manner specified in the Dispute Resolution section of the SGAT with the CLEC.

13.10 Qwest will not attempt to recover in intrastate rates payments made under the QPAP.

#### **14.0 Reporting**

14.1 Upon receiving effective section 271 authority from the FCC for a state, Qwest will provide CLEC that has an approved interconnection agreement with Qwest, a monthly report of Qwest's performance for the measurements identified in the PAP by the last day of the month following the month for which performance results are being reported. However, Qwest shall have a grace period of five business days, so that Qwest shall not be deemed out of compliance with its reporting obligations before the expiration of the five business day grace period. Qwest will collect, analyze, and report performance data for the measurements listed on Attachment 1 in accordance with the most recent version of the PIDs. Upon CLEC's request, data files of the CLEC's raw data, or any subset thereof, will be transmitted, without charge, to CLEC in a mutually acceptable format, protocol, and transmission medium.

14.2 Qwest will also provide the Commission a monthly report of aggregate CLEC performance results pursuant to the PAP by the last day of the month following the month for which performance results are being reported. However, Qwest shall have a grace period of five business days, so that Qwest shall not be deemed out of compliance with its reporting

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obligations before the expiration of the five business day grace period. Individual CLEC reports of participating CLECs will also be available to the Commission upon request. By accepting this PAP, CLEC consents to Qwest providing CLEC's report and raw data to the State Commission. Pursuant to the terms of an order of the Commission, Qwest may provide CLEC-specific data that relates to the PAP, provided that Qwest shall first initiate any procedures necessary to protect the confidentiality and to prevent the public release of the information pending any applicable Commission procedures and further provided that Qwest provides such notice as the Commission directs to the CLEC involved, in order to allow it to prosecute such procedures to their completion. Data files of participating CLEC raw data, or any subset thereof, will be transmitted, without charge, to the Commission in a mutually acceptable format, protocol, and transmission form.

14.3 In the event Qwest does not provide CLEC and the Commission with a monthly report by the last day of the month following the month for which performance results are being reported, Qwest will pay to the State a total of \$500 for each business day for which performance reports are 6 to 10 business days past the due date; \$1,000 for each business day for which performance reports are 11 to 15 business days past the due date; and \$2,000 for each business day for which performance results are more than 15 business days past the due date. If reports are on time but are missing performance results, Qwest will pay to the State a total of one-fifth of the late report amount for each missing performance measurement, subject to a cap of the full late report amount. These amounts represent the total payments for omitting performance measurements or missing any report deadlines, rather than a payment per report. Prior to the date of a payment for late reports, Qwest may file a request for a waiver of the payment, which states the reasons for the waiver. The Commission may grant the waiver, deny the waiver, or provide any other relief that may be appropriate.

14.4 To the extent that Qwest recalculates payments made under this PAP, such recalculation shall be limited to the preceding three years (measured from the later of the provision of a monthly credit statement or payment due date). Qwest shall retain sufficient records to demonstrate fully the basis for its calculations for long enough to meet this potential recalculation obligation. CLEC verification or recalculation efforts should be made reasonably contemporaneously with Qwest measurements. In any event, Qwest shall maintain the records in a readily useable format for one year. For the remaining two years, the records may be retained in archived format. Any payment adjustments shall be subject to the interest rate provisions of section 11.1.

#### **15.0 Integrated Audit Program/Investigations of Performance Results**

15.1 Audits of the PAP shall be conducted in a two-year cycle under the auspices of the Commission in accordance with a detailed audit plan developed by an independent auditor retained for a two-year period. The Commission shall select the independent auditor with input from Qwest and CLECs.

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15.1.1 [This section intentionally left blank.]

15.1.2 The initial audit plan shall be conducted over two years, with audit periods subsequent to the initial audit to be determined by the Commission. The Commission will determine the scope of and procedure for the audit plan, which, at a minimum, will identify the specific performance measurements to be audited, the specific tests to be conducted, and the entity to conduct them. The initial audit plan will give priority to auditing the higher risk areas identified in the OSS report. The two-year cycle will examine risks likely to exist across that period and the past history of testing, in order to determine what combination of high and more moderate areas of risk should be examined during the two-year cycle. The first year of a two-year cycle will concentrate on areas most likely to require follow-up in the second year.

15.1.3 The Commission will attempt to coordinate its audit plan with other audit plans that may be conducted by other state commissions so as to avoid duplication. The audit shall be conducted so as not to impede Qwest's ability to comply with the other provisions of the PAP and should be of a nature and scope that it can be conducted with the reasonable course of Qwest's business operations.

15.1.4 Any dispute arising out of the audit plan, the conduct of the audit, or audit results shall be resolved by the Commission

15.2 Qwest shall carefully document any and all changes that Qwest makes to the Performance Measurement and Reporting System. This change log shall be displayed on a public website dedicated to the QPAP. The Performance Measurement and Reporting System is defined to include at least: elements of Qwest's Regulatory Reporting System that constitute the data collection programs (i.e., the software code used by Qwest to determine which data fields are used and how they are used), the underlying data extracted by the data collection programs and data reference tables (e.g., USOC tables, wire center tables, etc., used in the calculation of measurements), the data staging programs (programming code used to organize and consolidate the data), the calculation programming (the code used to implement the formula defined for a measurement), and the report generation programs (including the report format and report file creation). This change log shall contain, at a minimum, a detailed description of the change (in plain English); the effects of the change, the reason for the change, the dates of notification and of implementation, and whether the change received Commission approval. Qwest shall also record if the change is fundamental or non-fundamental (see Sections 15.2.1 and 15.2.2).

15.2.1 Qwest shall be allowed to change the Performance Measurement and Reporting System as defined in Section 15.2 in ways that are non-fundamental (i.e. system changes for which the relevant performance data can be replicated under the old approach) without preapproval, but shall promptly record these changes on the change log. Omitted or inaccurate changes to the change log shall result in Qwest being required to pay a \$250 fine, plus interest at the prime rate as reported in the Wall Street Journal accrued from the time the

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change took effect. The payment shall go to the Tier 2 ND Performance Assurance Fund and does not count against the annual cap described in QPAP Section 12.

15.2.2 Before making any changes to the Performance Measurement and Reporting System in a manner whereby the relevant data cannot be reconstructed under the prior approach (i.e., a fundamental change to its measurement system), Qwest shall record the proposed change to the change log and notify the Commission staff and the Auditor retained for the purpose of auditing performance measurements under this QPAP to request an evaluation of the proposed change. The Commission staff or the Auditor will evaluate the impact of the proposed change and report, in writing, the results of that evaluation to the Commission and Qwest. Qwest shall immediately post this report on the public QPAP website. Upon receiving the report of the impact evaluation from the Commission staff or the Auditor, the Commission shall have 15 days to take action to prevent Qwest from making such a change and to decide on a process for resolving the issue. During the first seven-day period following the filing and recording of the Commission staff or Auditor's report, interested parties may file comments on the proposed change and the report. If the Commission takes no action on the issue during the 15-day period, Qwest shall be free to make the proposed change.

15.2.3 If Qwest makes a fundamental change pursuant to Section 15.2.2 without obtaining approval, it shall be liable for \$10,000 payable to the ND Performance Assurance Fund. If Qwest cannot reproduce reliable performance data, the Commission shall determine what payments are due based upon the data collected by the affected CLECs plus interest at the prime rate as reported in the Wall Street Journal accrued from the time the change took effect.

15.3 In the event of a disagreement between Qwest and CLEC as to any issue regarding the accuracy or integrity of data collected, generated, and reported pursuant to the PAP, Qwest and the CLEC shall first consult with one another and attempt in good faith to resolve the issue. If an issue is not resolved within 45 days after a request for consultation, CLEC and Qwest may, upon a demonstration of good cause, (e.g., evidence of material errors or discrepancies) request an independent audit to be conducted, at the initiating party's expense. The independent auditor will assess the need for an audit based upon whether there exists a material deficiency in the data or whether there exists an issue not otherwise addressed by the audit plan for the current cycle. The Commission will resolve any dispute by any party questioning the independent auditor's decision to conduct or not conduct a CLEC request audit and the audit findings, should such an audit be conducted. An audit may not proceed until dispute resolution is completed. Audit findings will include: (a) general applicability of findings and conclusions (i.e., relevance to CLECs or jurisdictions other than the ones causing test initiation), (b) magnitude of any payment adjustments required and, (c) whether cost responsibility should be shifted based upon the materiality and clarity of any Qwest non-conformance with measurement requirements (no pre-determined variance is appropriate, but should be based on the auditor's professional judgment). CLEC may not request an audit of data more than three years from the later of the provision of a monthly credit statement or payment due date.

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15.4 Expenses for the audit of the PAP and any other related expenses, except that which may be assigned under section 15.3, shall be paid first from the Tier 2 funds. If Tier 2 funds are not sufficient to cover audit costs, the Commission will develop an additional funding method which may include contributions from CLEC's Tier 1 payment.

15.5 Qwest will investigate any second consecutive Tier 2 miss to determine the cause of the miss and to identify the action needed in order to meet the standard set forth in the performance measurements. To the extent an investigation determines that a CLEC was responsible in whole or in part for the Tier 2 misses, Qwest shall receive credit against future Tier 2 payments in an amount equal to the Tier 2 payments that should not have been made. The relevant portion of subsequent Tier 2 payments will not be owed until any responsible CLEC problems are corrected. For the purposes of this sub-section, Tier 1 performance measurements that have not been designated as Tier 2 will be aggregated and the aggregate results will be investigated pursuant to the terms of this Agreement.

### **16.0 Reviews**

16.1 Every six (6) months, beginning six months after the effective date of the first Section 271 approval by the FCC of one of the states that participated in the multi-state QPAP review proceeding, Qwest, CLECs, and the Commission shall review the performance measurements in the QPAP to determine whether measurements should be added, deleted, or modified; whether the applicable benchmark standards should be modified or replaced by parity standards; and whether to move a classification of a measurement to High, Medium, or Low or Tier 1 to Tier 2. The criterion for reclassification of a measurement shall be whether the actual volume of data points was less or greater than anticipated. Criteria for review of performance measurements, other than for possible reclassification, shall be whether there exists an omission or failure to capture intended performance, and whether there is duplication of another measurement. Any disputes regarding adding, deleting, or modifying performance measurements shall be resolved by the Commission. The NDPSO retains the right to add topics and criteria to the six-month review, retains the ability to order changes if the QPAP is not in the public interest, and retains the ability to hear any disputes regarding the six-month review. The Commission may conduct joint reviews with other states. Any changes at the six-month review pursuant to this section shall apply to and modify this agreement between Qwest and CLEC.

16.1.1 To limit the potential for increased liability due to changes in the PAP, Qwest shall be allowed to limit its liability for changes made pursuant to the six-month review. Accordingly, Qwest shall calculate, separately, payments owed under the PAP that do not include changes made at the six month review (baseline PAP), as well as payments owed under a PAP revised to reflect changes made at the six month review (revised PAP). If payments calculated under the revised PAP are more than 110% of payments calculated under the baseline PAP, Qwest shall limit payments for the changed measurements to the affected LECs and to the Special Fund to a 10% increase (10% collar) above the total baseline PAP payment liability. At any

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six-month review, if the total payment liability for the revised PAP is below 110% of the total payment liability for the baseline PAP for the preceding six-month period, the revised PAP shall become the baseline PAP for the next six-month period, otherwise, the same baseline PAP shall remain in effect for the next six month period.

16.2 Two years after the effective date of the first Section 271 approval by the FCC of one of the states that participated in the multi-state QPAP review proceeding, the Commission may conduct a review by an independent third party to examine the continuing effectiveness of the PAP as a means of inducing compliant performance. This review shall not be used to open the PAP generally to amendment, but would serve to assist the Commission in determining existing conditions and reporting to the FCC on the continuing adequacy of the PAP to serve its intended functions. The Commission may conduct a joint review with other states.

16.3 Notwithstanding section 16.1, if any agreements on adding, modifying or deleting performance measurements as permitted by section 16.1 are reached between Qwest and CLECs participating in an industry Regional Oversight Committee (ROC) PID administration forum, those agreements shall be incorporated into the QPAP and modify the agreement between CLEC and Qwest at any time those agreements are submitted to and approved by the Commission, whether before or after a six-month review. Any changes made pursuant to this section shall be subject to and included in the calculation and application of the 10% payment collar identified in section 16.1.

16.4 Qwest will make the PAP available for CLEC interconnection agreements until such time as Qwest eliminates its Section 272 affiliate. At that time, the Commission and Qwest shall review the appropriateness of the PAP and whether its continuation is necessary. However, in the event Qwest exits the interLATA market, that State PAP shall be rescinded immediately.

16.5 Notwithstanding section 16.1, any party may submit a root cause analysis to the Commission requesting removal of a PID or sub-measure from the PAP or requesting exemption of a PID or sub-measure from the application of the trigger mechanism for reinstatement or subsequent removal. In the analysis and recommendations concerning the root cause analysis, the Commission is to consider, at a minimum, whether the root cause analysis provides evidence of no harm, the same harm as covered by other PID measures, non-Qwest related causes, or other factors which directly relate to the harm or circumstances specific to the PID or sub-measure being analyzed.

### **17.0 Voluntary Performance Assurance Plan**

This PAP represents Qwest's voluntary offer to provide performance assurance. Nothing in the PAP or in any conclusion of non-conformance of Qwest's service performance with the

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standards defined in the PAP shall be construed to be, of itself, non-conformance with the Act.

### **18.0 Dispute Resolution**

For the purpose of resolving disputes over the meaning of the provisions of the PAP and how they should be applied, the dispute resolution provisions of the SGAT, section 5.18, shall apply whether the CLEC uses the SGAT in its entirety or elects to make the PAP part of its interconnection agreements (i.e., the unique dispute resolution provisions of interconnection agreements should not apply).

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#### Attachment 1: Tier 1 and Tier 2 Performance Measurements Subject to Per Occurrence Payment

Performance Measurement		Tier 1 Payments			Tier 2 Payments		
		Low	Med	High	Low	Med	High
<b>GATEWAY</b>							
Timely Outage Resolution	GA-7						X
<b>PRE-ORDER/ORDERS</b>							
LSR Rejection Notice Interval	PO-3 <sup>a</sup>	X					
Firm Order Confirmations On Time	PO-5	X				X	
Work Completion Notification Timeliness	PO-6 <sup>b</sup>	X					
Billing Completion Notification Timeliness	PO-7 <sup>b</sup>	X					
Jeopardy Notice Interval	PO-8	X					
Timely Jeopardy Notices	PO-9	X					
Release Notifications	PO-16						X
(Expanded) – Manual Service Order Accuracy	PO-20		X				
<b>ORDERING AND PROVISIONING</b>							
Installation Commitments Met	OP-3 <sup>g</sup>			X		X	
Installation Intervals	OP-4 <sup>c,g</sup>			X		X	
New Service Quality	OP-5 <sup>a,g</sup> ,b <sup>d,g</sup>			X		X	
Delayed Days	OP-6 <sup>e,g</sup>			X		X	
Number Portability Timeliness	OP-8			X		X	
Coordinated Cuts On Time – Unbundled Loops	OP-13a			X		X	
LNP Disconnect Timeliness	OP-17			X		X	
<b>MAINTENANCE AND REPAIR</b>							
Out of Service Cleared within 24 hours	MR-3 <sup>g</sup>			X			
All Troubles Cleared within 4 hours	MR-5 <sup>g</sup>			X			
Mean time to Restore	MR-6 <sup>a,g</sup> ,b <sup>g</sup> ,c <sup>g</sup> ,d <sup>f</sup> ,e <sup>f</sup>			X			
Repair Repeat Report Rate	MR-7 <sup>g</sup>			X		X	
Trouble Rate	MR-8 <sup>g</sup>			X		X	
LNP Trouble Reports Cleared within Specified Timeframes	MR-11			X		X	
<b>BILLING</b>							
Time to Provide Recorded Usage Records	BI-1	X					X
Billing Accuracy-Adjustments for Errors	BI-3	X					
Billing Completeness	BI-4	X				X	
<b>NETWORK PERFORMANCE</b>							
Trunk Blocking	NI-1			X			X
NXX Code Activation	NP-1			X			X

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## **Exhibit K**

# **PERFORMANCE ASSURANCE PLAN**

- a. PO-3 is limited to PO-3a-1, PO-3b-1, and PO-3c.
- b. PO-6 is included with PO-7 as two “families:” PO-6a/PO-7a and PO-6b/PO-7b. Measurements within each family share a single payment opportunity with only the measurements with the highest payment being paid.
- c. OP-4 is included with OP-6 as five “families:” OP-4a/OP-6-1, OP-4b/OP-6-2, OP-4c/OP-6-3, OP-4d/OP-6-4, and OP-4e/OP-6-5. Measurements within each family share a single payment opportunity with only the measurement with the highest payment being paid.
- d. Section 3.1.2 applies to OP-5b only if the number of orders with trouble in OP-5a is no more than one.
- e. For purposes of the PAP, OP-6a and OP-6b will be combined and treated as one. The combined OP-6 breaks down to OP-6-1 (within MSA), OP-6-2 (outside MSA), OP-6-3 (no dispatch), OP-6-4 (zone 1), and OP-6-5 (zone 2).
- f. Applicable only to xDSL-I capable loops.
- g. Excludes the following product disaggregations as applicable to this PID: Resale Centrex, Resale Centrex 21, Resale DS0 (non-designed), Resale DS0 (designed), Resale DS0, E911/911 Trunks, Resale Frame Relay, Resale Basic ISDN (non-designed), Resale Basic ISDN (designed), Resale Basic ISDN, Resale Primary ISDN (non-designed), Resale Primary ISDN (designed), Resale Primary ISDN, Resale PBX (non-designed), Resale PBX (designed), Resale PBX, Sub-Loop Unbundling, UNE-P (POTS), UNE-P (Centrex), and UNE-P (Centrex 21).

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# **Exhibit K**

## **PERFORMANCE ASSURANCE PLAN**

### **Attachment 2: Performance Measurements Subject to Per Measurement Caps**

#### Billing

Time to Provide Recorded Usage Records – BI-1 (Tier 1/Tier 2)

Billing Accuracy – Adjustments for Errors – BI-3 (Tier 1)

Billing Completeness – BI-4 (Tier 1/Tier 2)

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