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IDAHO PUBLIC
UTILITIES COMMISSION

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BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

JOINT APPLICATION OF QWEST CORPORATION AND ICG TELECOM GROUP, INC. FOR APPROVAL OF A WIRELINE INTERCONNECTION AGREEMENT PURSUANT TO 47 U.S.C. §252(E)	**CASE NO.: QWE-T-02-3** **APPLICATION FOR APPROVAL OF AMENDMENT TO THE INTERCONNECTION AGREEMENT**

Qwest Corporation ("Qwest") and ICG Telecom Group, Inc. ("ICG") hereby jointly file this Application for Approval of Amendment to the Interconnection Agreement ("Amendment"), which was approved by the Idaho Public Utilities Commission on April 12, 2002 (the "Agreement"). A copy of the Amendment is submitted herewith.

This Amendment was reached through voluntary negotiations without resort to mediation or arbitration and is submitted for approval pursuant to Section 252(e) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (the "Act").

Section 252(e)(2) of the Act directs that a state Commission may reject an amendment reached through voluntary negotiations only if the Commission finds that: the amendment (or portion(s) thereof) discriminates against a telecommunications carrier not a party to this agreement; or the implementation of such an amendment (or portion) is not consistent with the public interest, convenience and necessity.

ICG and Qwest respectfully submit this Amendment provides no basis for either of these findings, and, therefore jointly request that the Commission approve this Amendment expeditiously. This Amendment is consistent with the public interest as identified in the pro-competitive policies of the State of Idaho, the Commission, the United States Congress, and the Federal Communications Commission. Expeditious approval of this Amendment will enable ICG to interconnect with Qwest facilities and to provide customers with increased choices among local telecommunications services.

ICG and Qwest further request that the Commission approve this Amendment without a hearing. Because this Amendment was reached through voluntary negotiations, it does not raise issues requiring a hearing and does not concern other parties not a party to the negotiations. Expeditious approval would further the public interest.

Respectfully submitted this 12th day of May, 2004.

Qwest Corporation

Mary S. Hobson
Stoel Rives LLP, Attorneys for Qwest

and

Melissa Nguyen
ICG Telecom Group, Inc.

CERTIFICATE OF SERVICE

I hereby certify that on this 12th day of May, 2004, I served the foregoing **APPLICATION FOR APPROVAL OF AMENDMENT TO THE INTERCONNECTION AGREEMENT** upon all parties of record in this matter as follows:

Jean Jewell, Secretary Idaho Public Utilities Commission 472 West Washington Street P.O. Box 83720 Boise, Idaho 83720-0074 jjewell@puc.state.id.us	X ____ ____ ____ ____	Hand Delivery U. S. Mail Overnight Delivery Facsimile Email
Melissa Nguyen ICG Telecom Group, Inc. 161 Inverness Drive West Englewood, CO 80112 Telephone: (303) 414-5275	____ X ____ ____ ____	Hand Delivery U. S. Mail Overnight Delivery Facsimile Email

Brandi L. Gearhart

Brandi L. Gearhart, PLS
Legal Secretary to Mary S. Hobson
Stoel Rives LLP

Triennial Review Order Amendment
to the Interconnection Agreement
between
Qwest Corporation and
ICG Telecom Group, Inc.
for the
State of Idaho

This is an Amendment ("Amendment") for the Triennial Review Order (TRO) to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and ICG Telecom Group, Inc. ("CLEC"), a Colorado corporation. CLEC and Qwest shall be known jointly as the "Parties".

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement (such Interconnection Agreement, as amended to date, being referred to herein as the "Agreement") for service in the State of Idaho, that was approved by the Idaho Public Utilities Commission ("Commission") on April 11, 2002, as referenced in Case No. QWE-T-02-3; and

WHEREAS, the Federal Communications Commission promulgated new rules and regulations pertaining to, among other things, the availability of unbundled network elements pursuant to Section 251(c)(3) of the Telecommunications Act of 1996 (the "Act") and its Report and Order *In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers; Implementation of the Local Competition Provisions of the Telecommunications Act of 1996; Deployment of Wireline Services Offering Advanced Telecommunications Capability*, CC Docket Nos. 01-338, 96-98 and 98-147, released on August 21, 2003 (the "TRO"); and

WHEREAS, the TRO and the above rules and regulations, effective October 2, 2003, materially modified Qwest's obligations under the Act with respect to, among other things, the requirement to offer certain network elements on an unbundled basis; and

WHEREAS, the Parties wish to amend the Agreement to comply with the TRO and hereby agree to do so under the terms and conditions contained herein.

AGREEMENT

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

I. Amendment Terms

A. To the extent applicable, the Agreement is hereby amended by changing or adding terms, conditions and rates for certain network elements as set forth in Attachment 1 and Exhibit A, to this Amendment, attached hereto and incorporated herein by this reference.

B. Rates in Exhibit A that are "Under Development" shall be updated upon establishment of a rate. Rates in Exhibit A shall otherwise be updated to 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.

II. Limitations

A. Nothing in this Amendment shall be deemed an admission by Qwest or CLEC

concerning the interpretation or effect of the FCC's decision and rules adopted in TRO, nor rules, regulations and interpretations thereof, including but not limited to state rules, regulations, and laws as they may be issued or promulgated regarding the same ("Decision(s)"). Nothing in this Amendment shall preclude or estop Qwest or CLEC from taking any position in any forum concerning the proper interpretation or effect of Decisions or concerning whether the Decision should be changed, vacated, dismissed, stayed or modified.

B. Notwithstanding any other change of law provision in the Agreement, this Amendment, any Qwest tariff or SGAT, should a court or regulatory authority with jurisdiction issue a stay of any or all of the provisions of the TRO, the terms set forth in this Amendment shall be suspended and shall have no force and effect from the effective date of the stay until the stay is lifted, but only to the extent such Amendment terms relate to the stayed provisions of the TRO. Should a court or regulatory authority with jurisdiction reverse any or all of the provisions of the TRO, the terms set forth in this Amendment shall be void and of no further force and effect, but only to the extent the terms of this Amendment relate to the provisions of the TRO that have been reversed.

III. Conflicts

In the event of a conflict between this Amendment and the terms and conditions of the Agreement, this Amendment shall control, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement shall not be interpreted as, or deemed a grounds for finding, a conflict for purposes of this Section III.

IV. Scope

This Amendment shall amend, modify and revise the Agreement only to the extent the network elements listed in Attachment 1 and Exhibit A are included in the Agreement and, except to the extent set forth in Section I and Section II of this Amendment, the terms and provisions of the Agreement shall remain in full force and effect after the Effective Date.

V. Effective Date

This Amendment shall be deemed effective upon approval by the Commission.

VI. Further Amendments

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

VII. Entire Agreement

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

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

ICG Telecom Group, Inc.

Signature

Michael Kallet
Name Printed/Typed

EVP and CTO
Title

05/04/2004
Date

Qwest Corporation

Signature

L. T. Christensen
Name Printed/Typed

Director – Interconnection Agreements
Title

5/10/04
Date

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1.0 Definitions

"Commingling" means the connecting, attaching, or otherwise linking of an Unbundled Network Element, or a Combination of Unbundled Network Elements, to one or more facilities or services that a requesting Telecommunications Carrier has obtained at wholesale from Qwest, or the combination of an Unbundled Network Element, or a Combination of Unbundled Network Elements, with one or more such facilities or services.

"Commingle" means the act of Commingling.

"Dedicated Transport" is a Qwest provided digital transmission path between Qwest Wire Centers, Qwest End Office Switches, and Qwest Tandem Switches to which CLEC is granted exclusive use. The path may operate at DS1 or DS3 transmission speeds.

"Non-Qualifying Service" is a service that is not a Qualifying Service.

"Qualifying Service" is a Telecommunications Service that competes with a Telecommunications Service that has been traditionally the exclusive or primary domain of incumbent LECs, including, but not limited to, Local Exchange Service, such as Plain Old Telephone Service (POTS), and Access Services, such as Digital Subscriber Line services and high-capacity circuits. Services used solely as an input for CLEC to provide retail interexchange or information services are not Qualifying Services.

"Unbundled Network Element" (UNE) is a Network Element that has been defined by the FCC or the Commission as a Network Element to which Qwest is obligated under Section 251(c)(3) of the Act to provide unbundled access or for which unbundled access is provided under this Agreement. Unbundled Network Elements do not include those Network Elements Qwest is obligated to provide only pursuant to Section 271 of the Act.

"Feeder Subloop" – is the facilities extending from the Central Office to a terminal that is not at the End User Customer's premises or multiple tenant environment (MTE).

2.0 Unbundled Network Elements (UNE)

2.1 General

2.1.1 UNE's shall only be obtained for the provision of qualifying Services. To the extent spare capacity exists, it may then be used for Non-Qualifying services. If it is determined that the Unbundled Network Elements are used exclusively for Non-Qualifying Services, CLEC will have thirty (30) calendar Days to contact Qwest and make alternate service arrangements.

2.1.2 On the Effective Date of this Amendment, Qwest is no longer obligated to provide to CLEC certain Network Elements that had formerly been required to be offered pursuant to Section 251 of the Act. These former Network Elements were determined by the FCC to not satisfy the FCC's impairment test. As a result, these former Network Elements are not available pursuant to this Amendment.

a) OCn Loops;

b) Feeder Subloops; CLEC shall have access to the feeder facilities only to the extent it is part of a complete transmission path, not a subloop, between the Central Office and the End User Customer's premises or MTE.

c) DS3 Loops in excess of two (2) DS3 Loops per End User Customer location;

d) E-UDIT (Enhanced Dedicated Unbundled Interoffice Transport) and E-UDF (Unbundled Dark Fiber) from a Qwest Wire Center to a CLEC Wire Center);

e) OCn UDIT Transport;

f) DS3 Unbundled Dedicated Interoffice Transport (UDIT) in excess of twelve (12) DS3 circuits per route;

g) Unbundled Signaling (except in conjunction with Unbundled Switching and UNE-P);

h) Call Related Databases, including 8XX, LNP, ICNAM, LIDB and AIN) except in conjunction with Unbundled Switching and UNE-P;

i) Packet Switching;

j) Remote Node/Remote Port

k) Signaling, except in conjunction with Unbundled Switching and UNE-P.

l) Line Sharing, in accordance with the Grandfathering and Transition Plan described in Section 2.4.1;

m) Fiber to the Home (FTTH), in accordance with Section 2.2.1.1

n) Operator Services and Directory Assistance. except in conjunction with Unbundled Switching and UNE-P when Qwest does not provide customized routing or the equivalent;

o) Unbundled Switching at a DS1 capacity, pursuant to a transition process described in Section 2.9.1;

p) Unbundled Local Tandem Switching provisioned at the DS1 or above capacity;

q) SONET add/drop multiplexing; and

r) Non-copper distribution Subloop unless required to access Qwest owned inside wire at an MTE.

2.1.3 If, on the Effective Date of this Amendment, Qwest is providing to CLEC, pursuant to orders placed in accordance with a preceding Interconnection Agreement, any of the Network Elements described above for which an independent unbundling obligation exists under Section 271 of the Act, absent an agreement to the contrary, Qwest shall bill for such services in accordance with prices and terms that will be described on Qwest's website or applicable Tariff. Such Billing shall commence on the Effective Date of this Amendment.

2.1.4 The Parties acknowledge that the Commission will undertake proceedings to determine whether CLECs are impaired without access to certain unbundled loops, switching and transport Network Elements. In accordance with Unbundled Loops, Unbundled Dedicated Transport and Unbundled Switching, upon a determination that a particular Unbundled Network Element is no longer required to be provided on an unbundled basis pursuant to Section 251 of the Act, Qwest shall not be required to provide, and CLEC shall not order, such Network Elements on an unbundled basis, upon the effective date of the Commission determination.

2.2 Unbundled Loop

2.2.1 On the Effective Date of this Amendment, Qwest will no longer provide CLEC certain unbundled loop elements that had formerly been offered pursuant to Section 251 of the Act.

a) OCn Loops;

b) Feeder Subloops;

c) DS3 Loops in excess of two (2) DS3 Loops per Customer location;

d) Unbundled Loops on routes where the Commission has found no CLEC impairment to a specific End User location.

e) Fiber to the Home Loops (FTTH)

f) Hybrid Loops, except as identified in the Amendment.

2.2.1.1 Fiber to the Home (FTTH) Loops For purposes of this Section, a Fiber-to-the-Home ("FTTH") loop is a local Loop consisting entirely of fiber optic cable, whether dark or lit, and serving an End User Customer's premises.

2.2.1.1.1 FTTH New Builds. Qwest shall have no obligation to provide access to a FTTH loop as an Unbundled Network Element in any situation where Qwest deploys such a loop to an End User Customer's premises that had not previously been served by any loop facility prior to October 2, 2003.

2.2.1.1.2 FTTH Overbuilds. Qwest shall have no obligation to provide access to a FTTH loop as an Unbundled Network Element in any situation where Qwest deploys such a loop parallel to, or in replacement of, an existing copper loop facility. Notwithstanding the foregoing, where Qwest deploys a FTTH loop parallel to, or in replacement of, an existing copper loop facility:

2.2.1.1.2.1 Qwest shall: (i) leave the existing copper loop connected to the End User Customer's premises after deploying the FTTH loop to such premises and (ii) upon request to provide access to such copper loop as an Unbundled Network Element. Not withstanding the foregoing, Qwest shall not be required to incur any expense to ensure that any such existing copper loop remains capable of transmitting signals prior to receiving a request from CLEC for access, as set forth above, in which case Qwest

shall restore such copper loop to serviceable condition. Any such restoration shall not be subject to Performance Indicator Definition or other performance service measurement or intervals. Qwest's obligations under this subsection 2.2.1.1.2 shall terminate when Qwest retires such copper Loop in accordance with the provisions of Section 2.2.1.1.3 below.

2.2.1.1.2.2 In the event Qwest, in accordance with the provisions of Section 2.2.1.1.3 below, retires the existing copper loop connected to the End User Customer's premises, Qwest shall provide access, as an Unbundled Network Element over the FTTH loop, to a 64 kbps transmission path capable of voice grade service.

2.2.1.1.3 Retirement of Copper Loops or Copper Subloops and Replacement with FTTH Loops. In the event Qwest decides to replace any copper loop or copper Subloop, at Qwest's own expense, with a FTTH Loop, Qwest will: (i) provide notice of such planned replacement on its website (www.qwest.com/disclosures) and (ii) provide public notice of such planned replacement to the FCC. Such notices shall be in addition to any applicable state Commission notification that may be required. Any such notice provided to the FCC shall be deemed approved on the ninetieth (90th) Day after the FCC's release of its public notice of the filing, unless an objection is filed pursuant to the FCC's rules. In accordance with the FCC's rules: (i) a CLEC objection to a Qwest notice that it plans to replace any copper loop or copper subloop with a FTTH Loop shall be filed with the FCC and served upon Qwest no later than the ninth (9th) business day following the release of the FCC's public notice of the filing and (ii) any such objection shall be deemed denied ninety (90) Days after the date on which the FCC releases public notice of the filing, unless the FCC rules otherwise within that period.

2.2.1.2 In the event the Commission determines, in accordance with 47 CFR 519(a)(4)-(6) that requesting Telecommunications Carriers are not impaired without access to DS1, DS3 or Dark Fiber Loops to a specific End User Customer location, Qwest will not provide, and CLEC shall not submit orders for, DS1, DS3, or Dark Fiber Loops, as appropriate, to such specific End User Customer locations. Qwest will maintain on its website a separate listing for DS1, DS3 and Dark Fiber Loops those customer premises for which the Commission has so found. In the event CLEC has DS1, DS3 or Dark Fiber Loops in service to such a specific End User Customer location that pre-exists the Commission determination, CLEC shall make arrangements for other service. If such alternative arrangements are not in place within sixty (60) Days of the effective date of the Commission determination, Qwest may bill for such Loops in accordance with the Qwest Special Access Tariff.

2.2.1.3 Where Unbundled Loops at a DS-3 capacity are available, Qwest is not required to provide, and CLEC shall not submit orders for, more than two (2) Unbundled Loops at a DS3 capacity for any single End User Customer location.

2.2.1.4 Hybrid Loops – A "Hybrid Loop" is an Unbundled Loop composed of both fiber optic cable, usually in the feeder plant, and copper wire or cable, usually in the distribution plant.

2.2.1.4.1 Packet Switching Facilities, Features, Functions and Capabilities – Qwest is not required to provide unbundled access to the Packet Switched features, functions and capabilities of its Hybrid Loops. Packet switching capability is the routing or forwarding of packets, frames, cells, or other data units based on address or other routing information contained in the packets, frames, cells or other data units, and the functions that are performed by the digital subscriber line access multiplexers, including but not limited to the ability to terminate an End User Customers' copper loop (which includes both a low-band voice channel and a high-band data channel, or solely a data channel); the ability to forward the voice channels, if present, to a circuit Switch or multiple circuit Switches; the ability to extract data units from the data channels on the loops; and the ability to combine data units from multiple loops onto one or more trunks connecting to a Packet Switch or Packet Switches.

2.2.1.4.2 Broadband Services – When CLEC seeks access to a Hybrid Loop for the provision of broadband services, Qwest shall provide CLEC with nondiscriminatory access to the time division multiplexing features, functions, and capabilities of that Hybrid Loop, including DS1 or DS3 capacity (where impairment has been found to exist), on an unbundled basis to establish a complete transmission path between Qwest's Central Office and an End User Customer premises. This access shall include access to all features, functions, and capabilities of the Hybrid Loop that are not used to transmit packetized information.

2.2.1.4.3 Narrowband Services – When CLEC seeks access to a Hybrid Loop for the provision of narrowband services, Qwest may either:

a) Provide nondiscriminatory access, on an unbundled basis, to an entire Hybrid Loop capable of voice-grade service (i.e., equivalent to DS0 capacity), using time division multiplexing technology; or

b) Provide nondiscriminatory access to a spare home-run copper loop serving that End User Customer on an unbundled basis.

2.3 Subloop Unbundling

2.3.1 An Unbundled Subloop is defined as the distribution portion of a copper Loop or hybrid Loop comprised entirely of copper wire or copper cable that acts as a transmission facility between any point that it is Technically Feasible to access at terminals in Qwest's outside plant (originating outside of the Central Office), including inside wire owned or controlled by Qwest, and terminates at the End User Customer's premises. An accessible terminal is any point on the Loop where technicians can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within. Such points may include, but are not limited to, the

pole, pedestal, Network Interface Device, minimum point of entry, single point of Interconnection, Remote Terminal, Feeder Distribution Interface (FDI), or Serving Area Interface (SAI). CLEC shall not have access on an unbundled basis to a feeder subloop defined as facilities extending from the Central Office to a terminal that is not at the End User Customer's premises or multiple tenant environment (MTE). CLEC shall have access to the feeder facilities only to the extent it is part of a complete transmission path, not a subloop, between the Central Office and the End User Customer's premises or MTE. This section does not address Dark Fiber Subloop, which is addressed in Section 2.6.

2.3.2 Qwest's obligation to construct a Single Point of Interface (SPOI) is limited to those MTEs where Qwest has distribution facilities to that MTE and owns, controls, or leases the inside wire at the MTE In addition, Qwest shall have an obligation only when CLEC indicates that it intends to place an order for access to an unbundled Subloop Network Element via a SPOI.

2.3.3 Access to Distribution Loops or Intrabuilding Cable Loops at an MTE Terminal within a non-Qwest owned MTE is done through an MTE-POI. Collocation is not required to access Subloops used to access the network infrastructure within an MTE, unless CLEC requires the placement of equipment in a Qwest Premises. Cross-Connect Collocation, , refers to creation of a cross connect field and does not constitute Collocation. The terms and conditions of Collocation do not apply to Cross-Connect Collocation if required at or near an MTE.

2.4 Line Sharing

2.4.1 Qwest shall not be required to provide Line Sharing as an Unbundled Network Element except as set forth below.

2.4.1.1 **Grandfathered Line Sharing Arrangements** - Any Line Sharing arrangement that had a Due Date on or before October 1, 2003 and was still in operation as of such date shall be "grandfathered" in accordance with the provisions of this subsection ("Grandfathered Line Sharing Arrangement"). For any such Grandfathered Line Sharing Arrangement, the rate in effect as of October 2, 2003 shall remain in effect unless modified by order, ruling or decision of the FCC. A Grandfathered Line Sharing Arrangement shall automatically terminate on the earlier to occur of: (i) the date on which the End User Customer served by such Grandfathered Line Sharing Arrangement cancels or otherwise discontinues its subscription to the DSL service of CLEC or its successor or assign or (ii) the date as of which such Grandfathered Line Sharing Arrangement is terminated or discontinued by order, ruling or decision of the FCC. In addition, CLEC may disconnect, or may convert to another Qwest product as is Technically Feasible, any Grandfathered Line Sharing Arrangement at any time.

2.4.1.2 **Three Year Transition Period -** CLEC may order Line Sharing arrangements during the period beginning on October 2, 2003 and ending on October 1, 2004 ("New Line Sharing Arrangement") in accordance with the provisions of this subsection. The Due Date for any New Line Sharing Arrangement may be no later than October 1, 2004, and CLEC may not order any New Line Sharing Arrangement after October 1, 2004. Any New Line Sharing Arrangement shall automatically terminate if, at any time after October 1, 2004, the End User Customer served by such New Line Sharing Arrangement cancels or otherwise discontinues its subscription to the DSL service of CLEC or its successor or assign. The nonrecurring charge for the installation of Line

Sharing arrangements shall apply to any New Line Sharing arrangements. The monthly recurring charge for any New Line Sharing Arrangement shall apply as set forth below.

(a) During the period beginning on October 2, 2003 and ending on October 1, 2004, the monthly recurring charge for any such New Line Sharing Arrangement shall be twenty-five (25) percent of the monthly recurring charge for access to a stand-alone unbundled copper Loop in effect as of October 2, 2003, as provided in Exhibit A.

(b) During the period beginning on October 2, 2004 and ending on October 1, 2005, the monthly recurring charge for any such New Line Sharing Arrangement shall be fifty (50) percent of the monthly recurring charge for access to a stand-alone unbundled copper Loop as of October 2, 2003, as provided in Exhibit A.

(c) During the period beginning on October 2, 2005 and ending on October 1, 2006, the monthly recurring charge for any such New Line Sharing Arrangement shall be seventy-five (75) percent of the monthly recurring charge for access to a stand-alone unbundled copper Loop as of October 2, 2003, as provided in Exhibit A.

(d) **Completion of Transition -** New Line Sharing Arrangements will no longer be available as of October 2, 2006. No later than October 2, 2006, CLEC must convert all New Line Sharing arrangements to a Line Splitting arrangement, to a stand-alone Unbundled Loop, or to such other arrangement as CLEC may have negotiated with Qwest to replace such New Line Sharing arrangement.

2.4.1.3 **Discontinuation of Voice Service -** Notwithstanding anything herein to the contrary, if Qwest disconnects an End User Customer's voice service in accordance with Applicable Law, then CLEC shall be required to purchase the entire loop being disconnected to continue providing DSL service to such End User Customer.

2.4.1.4 **Successors and Assigns -** Line Sharing arrangements may be transferred or assigned by CLEC to another Carrier as set forth below.

2.4.1.4.1 **Grandfathered Line Sharing Arrangements -** Any Grandfathered Line Sharing Arrangement shall be transferable or assignable by CLEC to another Carrier if the DSL service to CLEC's End User Customer is not canceled or discontinued in connection with such transfer or assignment. In such event, the monthly recurring rate in effect as of October 2, 2003 shall remain in effect with respect to such Grandfathered Line Sharing Arrangement until it is terminated or modified in accordance with the provisions of Section 2.4.1.1. Carrier will be billed the Transfer of Responsibility nonrecurring charge as provided in Exhibit A to transfer or assign Grandfathered Line Sharing Arrangements. Notwithstanding the foregoing, in the event the transfer or assignment of any Grandfathered Line Sharing Arrangement involves: (i) cancellation or discontinuation of the DSL service to CLEC's End User Customer or (ii) re-termination of the End User Customer's DSL service, then (a) such

Line Sharing arrangement shall no longer be subject to the grandfathering provisions of Section 2.4.1.1 and (b) such line shall be eligible for treatment as a New Line Sharing Arrangement pursuant to, and subject to the terms and conditions of, Section 2.4.1.2 (including, without limitation, the specified recurring and nonrecurring charges for New Line Sharing Arrangements and the October 1, 2004 deadline for establishing New Line Sharing Arrangements).

2.4.1.4.2 **New Line Sharing Arrangements** - Any New Line Sharing Arrangement shall be transferable or assignable by CLEC to another Carrier provided that such transfer or assignment takes place before October 1, 2004. Carrier will be charged the Shared Loop nonrecurring charges as provided in Exhibit A to transfer or assign New Line Sharing Arrangements. Following transfer or assignment, the New Line Sharing Arrangement in question will be assessed the monthly recurring rates described in Sections 2.4.1.2 (a)-(c) above, and shall be subject to termination in accordance with Sections 2.4.1.3 and 2.4.1.4. If re-termination of a New Line Sharing arrangement is required to complete any such transfer or assignment, then the new Carrier will be assessed the nonrecurring rates for New Line Sharing Arrangements as specified in Section 2.4.1.2 above. No transfers or assignments of New Line Sharing Arrangements shall be allowed after October 1, 2004.

2.5 Unbundled Dedicated Interoffice Transport (UDIT)

2.5.1 On the Effective Date of this Amendment, Qwest will no longer provide CLEC certain unbundled transport elements that had formerly been offered pursuant to Section 251 of the Act.

a) Extended Unbundled Interoffice Transport (EUDIT);

b) OCn UDIT;

c) More than twelve (12) DS3 UDIT per route;

d) UDIT as a part of a Meet-Point arrangement;

e) Remote Node/Remote Port;

f) SONET add/drop multiplexing; or

g) UDIT on routes where the Commission has found no CLEC impairment.

2.5.2 Where unbundled DS3 is available as a UNE, Qwest is not required to provide, and CLEC shall not submit orders for, more than twelve (12) DS3 UDIT channels on a specific Wire Center to Wire Center route for which unbundled DS3 UDIT is available as an Unbundled Network Element.

2.5.3 In the event the Commission determines that requesting Telecommunications Carriers are not impaired without access to dedicated DS3 transport along a particular route, Qwest will not provide, and CLEC shall not submit orders for, DS3 UDIT channels along such route(s). Qwest will maintain on its website a listing of routes for which the Commission has so found. In the event CLEC has DS3 UDIT transport in service along such a route that pre-exists

the Commission determination, CLEC shall make arrangements for other service. If such alternative arrangements are not in place within sixty (60) Days of the effective date of the Commission determination, Qwest may bill for such transport in accordance with the Qwest Special Access Tariff.

2.5.4 In the event the Commission determines that requesting Telecommunications Carriers are not impaired without access to dedicated DS1 transport along a particular route, Qwest will not provide, and CLEC shall not submit orders for, DS1 UDIT channels along such route(s). Qwest will maintain on its website a listing of routes for which the Commission has so found. In the event CLEC has DS1 UDIT transport in service along such a route that pre-exists the Commission determination, CLEC shall make arrangements for other service. If such alternative arrangements are not in place within sixty (60) Days of the effective date of the Commission determination, Qwest may bill for such transport in accordance with the Qwest Special Access Tariff.

2.5.5 All services provided in this Section, when combined with high capacity Loops are subject to the Service Eligibility Criteria as outlined in Section 3.5 of this Amendment.

2.5.6 All services provided in this Section are subject to the Ratcheting criteria as outlined in Section 3.4 of this Amendment.

2.6 Unbundled Dark Fiber

2.6.1 On the Effective Date of this Amendment, Qwest will no longer provide CLEC certain unbundled transport elements that had formerly been offered pursuant to Section 251 of the Act.

a) E-UDF (Unbundled Dark Fiber) from a Qwest Wire Center to a CLEC Wire Center);

b) UDF that is part of a Meet Point arrangement.

c) UDF on routes where the Commission has found no CLEC impairment.

2.6.2 Qwest provides access to Unbundled Dark Fiber at:

2.6.2.1 Accessible terminations such as fiber distribution panels.

2.6.2.2 Splice cases (except those that are buried without specific identification of location and are not readily accessible without excavation) necessary to provide access to UDF Subloops. CLEC can submit an FVQP for Qwest to open any splice box and create a network Demarcation Point for access to existing Dark Fiber strands. If Qwest deems it is technically infeasible, including evaluations of space limitations, to provide CLEC access at the requested splice box, Qwest will provide CLEC with a written notification of the reasons why such access is not technically feasible. If Qwest and CLEC are unable to reach agreement on Technical Feasibility, the Parties may enter Dispute Resolution under this Amendment.

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

2.6.3 Access to Dark Fiber MTE Subloops at or near an MTE Terminal within a non-Qwest owned MTE is done through an MTE-POI. Collocation is not required to access Subloops used to access the network infrastructure within an MTE, unless CLEC requires the placement of equipment in a Qwest Premises.

2.6.4 Access to Dark Fiber distribution Loops or Dark Fiber Intrabuilding Cable Loops at an MTE Terminal within a non-Qwest owned MTE is done through an MTE-POI. Collocation is not required to access Subloops used to access the network infrastructure within an MTE, unless CLEC requires the placement of equipment in a Qwest Premises.

2.7 Unbundled Switching

2.7.1 On the Effective Date of this Amendment, Qwest will no longer provide CLEC certain unbundled switch elements that had formerly been offered pursuant to Section 251 of the Act.

a) Tandem Switch Ports of DS1 or above capacity;

b) Local Switch Ports of DS1 or above capacity;

c) Local Switch DS0 Ports where the Commission has found no CLEC impairment.

2.8 Local Tandem Switching

2.8.1 Upon the Effective Date of this Amendment, unbundled local Tandem Switching provisioned at the DS1 or above capacity is no longer available as an Unbundled Network Element. Qwest shall provide access to local Tandem Switching in a non-discriminatory manner. Qwest shall provide access to local Tandem Switching at the DS0 level pursuant to the SRP process.

2.9 Local Switching

2.9.1 **Transition for DS1 Capacity Unbundled Switching -** Upon the Effective Date of this Amendment, CLEC will not place, and Qwest will not accept, any LSRs for Unbundled Local Switching at the DS1 or above capacity. Qwest account representatives will work with CLEC on a plan to convert any existing Unbundled Local Switching at the DS1 or above capacity to other available Qwest products or services, if CLEC so desires. CLEC will submit complete, error-free LSRs to convert or disconnect any existing Unbundled Local Switching at the DS1 or above capacity with Due Dates that are on or before April 1, 2004, or within ninety (90) Days of the Effective Date of this Amendment, whichever is later. If CLEC does not submit LSRs to convert or disconnect its Unbundled Local Switching services at the DS1 and above capacity with Due Dates on or before April 1, 2004, Qwest will process orders on or after April 1, 2004, to disconnect such services and will bill CLEC for such services through April 1, 2004. "Unbundled Local Switching at the DS1 or above capacity" as used in this Section refers to: a) DS1 trunk Port (including local message); b) PRI ISDN trunk Port; c) DS3 trunk Port (including local message); d) GR-303 interface service; and e) OCn trunk Port (including local message).

2.9.2. **Commission Determination of No Impairment for DS0 Capacity Unbundled Switching -** In the event the Commission determines, in accordance with 47 CFR 519(d)(2) that requesting Telecommunications Carriers are not impaired without access to Unbundled Switching serving DS0 loops in a specific market, CLEC shall commit to an implementation plan with Qwest for the migration of the embedded DS0 Capacity Unbundled Switching End User

Customers within two (2) months of the Commission determination. CLEC may no longer obtain access to DS0 Capacity Unbundled Switching five (5) months after the Commission's determination. Qwest will maintain on its website a listing for DS0 capacity Unbundled Switching markets in accordance with the Commission's determination. Qwest account representatives will work with CLEC on a plan to convert any existing Unbundled Local Switching at the DS0 or above capacity to other available Qwest products or services, if CLEC so desires. CLEC will submit complete, error-free LSRs to convert or disconnect any existing unbundled local switching at the DS0 or above capacity before the expiration of the Transition Timelines described below.

2.9.2.1 **Transition Timeline** – CLEC shall submit orders necessary to migrate its Embedded Base of End User Customers off of DS0 Capacity Unbundled Switching in accordance with the following timetables, measured from the day of the Commission determination. For purposes of calculating the number of customers who must be migrated, the "Embedded Base" of End User Customers shall include all End User Customers served five (5) months from the effective date of the Commission determination.

a) **Month 13**: CLEC must submit orders for one-third of its Embedded Base of DS0 Capacity Unbundled Switching End User Customers;

b) **Month 20**: CLEC must submit orders for half of its Embedded Base of DS0 Capacity Unbundled Switching End User Customers;

c) **Month 27**: CLEC must submit orders for all remaining Embedded Base DS0 Capacity Unbundled Switching End User Customers.

2.9.2.2 Operational Aspects of the Migration – CLEC and Qwest shall jointly submit the details of their implementation plans for each market to the Commission within two months of the Commission's determination that requesting Telecommunications Carriers are not impaired without access to local circuit switching on an unbundled basis. CLEC shall also notify the Commission when it has submitted its orders for migration. Qwest shall notify the Commission when it has completed the migration.

2.9.2.3 Commission Determination of No Impairment for DS0 Capacity Unbundled Switching - In the event the Commission determines, in accordance with 47 CFR 519(d)(2) that requesting Telecommunications Carriers are not impaired without access to unbundled switching serving DS0 loops in a specific market, Qwest will not provide, and CLEC shall not submit orders for, unbundled switching serving DS0 capacity loops, in such markets.

2.9.2.4 The four-line exception for availability of Unbundled Local Switching is expected to be reviewed and possibly modified by the Commission in its nine month proceeding examining the triggers for the withdrawal of Unbundled Local Switching on a market-specific basis. In the event the Commission modifies this four-line exception, this Amendment shall be modified to conform with the Commission's order(s).

2.9.2.5 CLEC may obtain Qwest's IntraLATA Toll services by identifying Qwest as the Local Primary Interexchange Carrier (LPIC) for its Unbundled Local Switching services, where applicable.

2.9.2.5.1 Qwest will bill CLEC, and CLEC will pay Qwest, for Qwest IntraLATA Toll services at Qwest's tariffed rate.

2.10 Shared Transport

2.10.1 Shared Transport is only provided for traffic on Qwest's local interoffice network that is associated with Unbundled Local Switching and Unbundled Network Element-Platform (UNE-P) services provided under this Amendment. Transport beyond Qwest's local interoffice network will be carried on Qwest's intraLATA Toll network and provided by Qwest to CLEC only if CLEC chooses Qwest to provide IntraLATA Toll services for its Unbundled Local Switching and/or UNE-P End User Customers.

2.11 Signaling and Databases

2.11.1 Local Switch Ports include CLEC use of Qwest's signaling network for traffic originated from the Line Side switching Port, including the use of Qwest's call-related databases, other than Operational Support Systems, that are used for Billing and collection, or the transmission, routing, or other provision of a Telecommunications service. To the extent that a local circuit Switch is required to be unbundled and is used by CLEC, Qwest will provide Qwest's Service Control Points in the same manner, and via the same signaling links, as Qwest uses such Service Control Points and signaling links to provide service to its End User Customers from that Switch. Qwest's call related databases include the Enhanced 911 Database, Line Information Database (LIDB), Internetwork Calling Name Database (ICNAM), 8XX Database for toll free calling, Advanced Intelligent Network Databases (AIN), and Local Number Portability Database. CLEC may also use Qwest's Service Management Systems associated with the call-related databases, including access to Qwest's AIN service application development process to design, create, test, and deploy AIN based services. CLEC shall not have access to Qwest's AIN based services that qualify for proprietary treatment, except as expressly provided for in this Amendment. CLEC access to the Qwest signaling network and call-related databases shall be of substantially the same quality as the access that Qwest uses to provide service to its own End User Customers.

2.11.2 Access to Signaling

2.11.2.1 Effective with this Amendment, Qwest will provide CLEC with non-discriminatory access to Qwest's signaling networks, including signaling links and Signaling Transfer Points (STP), call-related databases and Service Management Systems (SMS) on an unbundled basis only to the extent CLEC is using a Qwest local circuit Switch on an unbundled basis.

2.11.3 AIN Services

2.11.3.1 AIN databases are used as an enhancement to the SS7 capable network structure and operation of AIN Version 0.1 capable Switches. CLEC shall not have access to Qwest's AIN based services that qualify for proprietary treatment, except as expressly provided for in this Amendment. Effective with this Amendment, Qwest will provide CLEC with non-discriminatory access to its AIN databases on an unbundled basis, to the extent that CLEC is using an unbundled local circuit Switch as required by the Commission as addressed in Section 2.11.1. For CLEC using its own Switch, effective with this Amendment, Qwest's AIN databases are no longer Unbundled Network Elements. Qwest provides CLEC access to Qwest's AIN service application development process to design, create, test, and deploy AIN based services, as described below.

2.11.3.2 AIN services are offered and available as an enhancement to CLEC's SS7 capable network structure and operation of AIN Version 0.1 capable Switches.

2.11.3.2.1 AIN Customized Services (ACS) - Allows CLEC to utilize Qwest's AIN service application development process to develop new AIN services or features. ACS is determined on an Individual Case Basis. The elements are also combined on an Individual Case Basis to meet CLEC's request. Services developed through the ACS process can either be implemented in Qwest's network or handed off to CLEC to be installed in its own network.

2.11.3.2.2 AIN Platform Access (APA) - This service allows CLEC to provide to its End Users any AIN service that is deployed for CLEC utilizing the ACS process in Qwest's SCP. Qwest is responsible for the Provisioning of these AIN services. CLEC will be able to populate data for Provisioning of the Call Processing Records (CPRs) stored in the SCP for AIN services. The process to provision, modify or update information in the AIN databases is predominately manual.

2.11.3.2.3 AIN Query Processing (AQP) - TCAP queries are used to collect information from the AIN database for use in call processing of the AIN based services above. CLEC launches a query from an AIN capable Switch over the SS7 network to the Qwest Signal Transfer Point (STP). This query is directed to Qwest's SCP to collect data for the response to the originating Switch.

2.11.4 LIDB Query Service

2.11.4.1 Effective with this Amendment, Qwest will provide CLEC with non-discriminatory access to its LIDB on an unbundled basis only to the extent that CLEC is using an unbundled local circuit Switch.

2.11.4.2 For CLEC's End User Customers using Qwest's End Office Switches, Qwest will load and update CLEC's End User Customers' line records into the LIDB from CLEC's completed service orders. CLEC is responsible for the accuracy of its End User Customers' information.

2.11.5 8XX Database Query

2.11.5.1 The 8XX Database provides the Carrier Identification Code (CIC) and/or the vertical features associated with the 8XX telephone number. The call routing information in the 8XX Database is provided by the End User Customer's chosen responsible organization (referred to in the Telecommunications industry as the "RespOrg"). Effective with this Amendment, Qwest will provide CLEC with non-discriminatory access to Qwest's 8XX Database on an unbundled basis only to the extent CLEC is using a Qwest local circuit Switch on an unbundled basis as addressed in Section 2.11.1. The 8XX Database provides the call routing information used by Qwest's End Office Switch to route the CLEC's End User Customer's calls to an 8XX telephone number.

2.11.5.1.1 For CLEC's End User Customers using Qwest's End Office Switches, Qwest will use the routing information in the 8XX Database to

route CLEC's End User Customer's calls to an 8XX telephone number in the same manner as Qwest routes its End User Customer's calls to that same 8XX telephone number.

2.11.5.1.2 There is no separate charge for the use of Qwest's 8XX Database for the routing of CLEC's End User Customers' calls to 8XX telephone numbers.

2.11.6 ICNAM

2.11.6.1 Effective with this Amendment, Qwest will provide CLEC with non-discriminatory access to Qwest's InterNetwork Calling Name (ICNAM) database on an unbundled basis only to the extent CLEC is using a Qwest local circuit Switch on an unbundled basis as addressed in Section 2.11.1. The ICNAM database is used with certain End Office Switch features to provide the calling party's name to CLEC's End User Customer with the applicable feature capability.

2.11.6.2 For CLEC's End User Customers using Qwest's End Office Switches, Qwest will load and update CLEC's End User Customers' name information into the ICNAM database, which is part of the Line Information Database, from CLEC's completed service orders. CLEC is responsible for the accuracy of its End User Customers' information.

2.11.6.3 There is no charge for the storage of CLEC's End User Customers' information in the ICNAM database (i.e., the LIDB Database).

2.11.7 LNP

2.11.7.1 Effective with this Amendment, Qwest will provide CLEC with non-discriminatory access to Qwest's LNP database on an unbundled basis only to the extent CLEC is using a Qwest local circuit Switch on an unbundled basis.

2.11.8 Directory Assistance

2.11.8.1 Qwest will provide CLEC with non-discriminatory access to its Directory Assistance Service on an unbundled basis, only to the extent that CLEC is using an unbundled local circuit Switch as addressed in Section 2.11.1, and only to the extent Qwest does not make customized routing available to permit CLEC to access alternative providers of directory assistance service.

2.11.9 Toll and Assistance Operator Services

2.11.9.1 Qwest will provide CLEC with non-discriminatory access to its operator services on an unbundled basis, only to the extent that CLEC is using an unbundled local circuit Switch as addressed in Section 2.11.1, and only to the extent Qwest does not make customized routing available to permit CLEC to access alternative providers of operator services.

2.12 Packet Switching

2.12.1 Packet Switching is not available as an Unbundled Network Element.

2.13 Line Splitting

2.13.1 On the effective date of a Commission determination that Qwest is no longer required to provide UNE-P Combination services in a market area, Line Splitting is also not available in that market area. To the extent CLEC has an embedded base of Line Splitting End User Customers on the effective date of the Commission determination, CLEC shall transition its embedded base of Line Splitting End User Customers in accordance with the Transition Timelines for unbundled switching, as described in Section 2.9.2. In such markets where Line Splitting is not available, Loop Splitting will continue to be available pursuant to CLEC Agreement.

2.14 UNE Combinations

2.14.1 Upon the Effective Date of this Amendment, Qwest will not provide UNE-P-ISDN-PRI and UNE-P-DSS services.

2.14.2 Upon the Effective Date of this Amendment, UNE-P combinations provisioned at the DS1 or above capacity are no longer available as Unbundled Network Elements under this Agreement. CLEC will not place, and Qwest will not accept, any LSRs for new UNE-P combinations at the DS1 or above capacity with Due Dates that are on or after the Effective Date of this Amendment. Qwest account representatives are available to work with CLEC on a plan to convert any existing UNE-P combinations at the DS1 or above capacity to other available Qwest products or services, if CLEC so desires. CLEC will submit complete, error-free LSRs to convert or disconnect any existing UNE-P combinations at the DS1 or above capacity with Due Dates that are no later than ninety (90) Days after the Effective Date. If CLEC does not submit LSRs to convert or disconnect its UNE-P combination services at the DS1 and above capacity with Due Dates no later than ninety (90) Days after the Effective Date, Qwest will process orders on or after the ninetieth (90) Day, to convert such services to comparable resale services and will change the prices, terms, and conditions for the UNE-P combinations to resale prices, terms, and conditions as of the ninetieth (90) Day. "UNE-P combinations at the DS1 or above capacity" as used in this Section refers to: a) UNE-P ISDN PRI; and b) UNE-P DSS and any other UNE-P combinations that operate at a DS1 or <u>higher</u> capacity.

2.15 Enhanced Extended Loop (EEL)

2.15.1 The "Significant Amount of Local Exchange Traffic" eligibility criteria for EEL is replaced by the Service Eligibility Criteria described in Section 3.5 following.

2.15.2 CLEC EEL certification process is replaced by the Certification process described in Sections 3.5.2.1 following.

2.15.3 EEL Audit provisions are replaced by the Service Eligibility Audit process described in Sections 3.5.2.10 following.

3.0 Combinations and Commingling

3.1 To the extent it is Technically Feasible, CLEC may Commingle Telecommunications Services purchased on a resale basis with an Unbundled Network Element or combination of Unbundled Network Elements. Notwithstanding the foregoing, the following are not available for resale Commingling:

a) Non-telecommunications services;

b) Enhanced or Information services;

c) Features or functions not offered for resale on a stand-alone basis or separate from basic Exchange Service; and

d) Network Elements offered pursuant to Section 271.

3.2 CLEC may Commingle UNEs and combinations of UNEs with wholesale services and facilities (e.g., Switched and Special Access Services offered pursuant to Tariff) and request Qwest to perform the necessary functions to provision such Commingling. CLEC will be required to provide the CFA (Connecting Facility Assignment) of CLEC's network demarcation (e.g., Collocation or multiplexing facilities) for each UNE, UNE Combination, or wholesale service when requesting Qwest to perform the Commingling of such services. Qwest shall not deny access to a UNE on the grounds that the UNE or UNE Combination shares part of Qwest's network with Access Services or other Non-Qualifying services. All variations of Commingling of services that include a high capacity loop, which may include multiplexing or any other means by which this combination is achieved, and transport facility or service are subject to the Service Eligibility Criteria in Section 2.1.2. Qwest performance in connection with the Provisioning of Commingled facilities and services shall not be subject to standard Provisioning intervals, or to performance measures and remedies, if any, contained in this Amendment or elsewhere.

3.3 Qwest will not combine services or Network Elements that are required to be unbundled by Qwest pursuant to Section 271 of the Communications Act of 1934, as amended, with other services or Network Elements offered pursuant to Section 271 or Unbundled Network Elements or combinations of Unbundled Network Elements. Qwest will not Commingle services or Network Elements that are offered by Qwest pursuant to Section 271 of the Communications Act of 1934, as amended, with other services or Network Elements offered pursuant to Section 271 or Unbundled Network Elements or combinations of Unbundled Network Elements.

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

3.3.2 Entrance Facilities obtained pursuant to the LIS Section of CLEC Agreement are not available for Commingling.

3.4 **Ratcheting** - To the extent a Qwest-provided circuit or facility includes a mix of UNEs and other services, that mixed-use facility shall be ordered and billed in accordance Qwest's Tariff or the resale provisions of this Amendment. Such mixed-use circuits or facilities shall not be ordered or billed as Unbundled Network Elements. Qwest shall not be required to bill for such mixed use circuits or facilities at blended or multiple rates (otherwise known as ratcheting). Instead, CLEC shall be assessed the tariffed or resale rate, as appropriate, for the Commingled service. The UNE portion of such circuit will be billed at the rates set forth in this Agreement and the remainder of the circuit or service will be billed in accordance with Qwest's tariffed rates.

3.4.1 To the extent a multiplexer is included in a Commingled circuit then: (1) the multiplexer will be ordered and billed at the UNE rate if and only if all circuits entering the multiplexer are UNEs and (2) in all other situations the multiplexer will be ordered and billed pursuant to the appropriate Tariff.

3.5 Service Eligibility Criteria

3.5.1 Except as otherwise provided in this Section 3.5, Qwest shall provide access to Unbundled Network Elements and Combinations of Unbundled Network Elements without regard to whether CLEC seeks access to the Unbundled Network Elements to establish a new circuit or to convert an existing circuit from a service to Unbundled Network Elements.

3.5.2 CLEC must certify that the following Service Eligibility Criteria are satisfied to (1) convert a Special Access Circuit to a high capacity EEL, (2) to obtain a new High-Capacity EEL; or (3) to obtain at UNE pricing any portion of a Commingled circuit that includes a high-capacity Loop and transport facility or service. Such certification shall be in accordance with all of the following Sections. Except with respect to high capacity EELs, no confirmation, certification, or other form of assurance or representation shall be required of ICG as a precondition to ordering, or to Qwest provisioning any UNE or any UNE combination.

3.5.2.1 **State Certification -** CLEC has received state certification to provide local voice service in the area being served or, in the absence of a state certification requirement, has complied with registration, tariffing, filing fee, or other regulatory requirements applicable to the provision of local voice service in that area.

3.5.2.2 Per Circuit Criteria -- The following criteria are satisfied for each combined circuit, including each DS1 circuit, each DS1 EEL, and each DS1-equivalent circuit on a DS3 EEL:

3.5.2.3 Telephone Number Assignment -- Each circuit to be provided to each End User Customer will be assigned a local telephone number prior to the provision of service over that circuit. This requires that each DS1 circuit must have at least one local telephone number and each DS3 circuit has at least twenty-eight (28) local telephone numbers. The origination and termination of local voice traffic on each local telephone number assigned to a circuit shall not include a toll charge and shall not require dialing special digits beyond those normally required for a local voice call. CLEC will provide local telephone number assignments by circuit;

3.5.2.4 **911 or E911 -** Each circuit to be provided to each End User Customer will have 911 or E911 capability prior to the provision of service over that circuit. CLEC will provide evidence of 911 or E911 capability for each circuit to be provided to each End User Customer.

3.5.2.5 **Collocation -** CLEC will provide evidence that each circuit terminates in a Collocation arrangement by providing the associated CFA. In addition:

a) Each circuit to be provided to each End User Customer will terminate in a Collocation arrangement that is established pursuant to Section 251(c)(6) of the Act and located at Qwest's Premises within the same LATA and state as the End User Customer's premises, when Qwest is not the collocator, and

cannot be at an interexchange Carrier POP or ISP POP location;

b) Each circuit to be provided to each End User Customer will terminate in a Collocation arrangement that is located at the third party's premises within the same LATA and state as the End User Customer's premises, when Qwest is the collocator; and

c) When a DS1 or DS3 EEL Loop is connected to a multiplexed facility, the multiplexed facility must be terminated in a Collocation arrangement that is established pursuant to Section 251(c)(6) of the Act and located at Qwest's Premises within the same LATA and state as the End User Customer's premises, when Qwest is not the collocator, and cannot be at an Interexchange Carrier POP or ISP POP location.

3.5.2.6 **Interconnection Trunking** - CLEC must arrange for the meaningful exchange of traffic, which must include hand-offs of local voice calls that flow in both directions. Those arrangements that do not include two way LIS trunks cannot be attributed towards satisfaction of this criterion. CLEC will identify the Interconnection Trunk(s) satisfying this criterion. At a minimum, each DS1 circuit must be served by a DS-0 equivalent LIS trunk in the same LATA and state as the End User Customer served by the circuit. For each twenty-four DS1 circuits, CLEC must maintain at least one active DS1 LIS trunk in the same LATA and state as the End User Customer served by the circuit.

3.5.2.6.1 **Calling Party Number** - Each circuit to be provided to each End User Customer will be served by an Interconnection trunk over which CLEC will transmit the Calling Party's Number in connection with calls exchanged over the Trunk. For each twenty-four (24) DS1 EELs or other facilities having equivalent capacity, CLEC will have at least one (1) active DS1 LIS trunk over which CLEC will transmit the calling party's number in connection with calls exchanged over the trunk. If calling party number is not exchanged over an interconnection trunk, that trunk shall not be counted towards meeting this criteria. For each circuit, CLEC will identify the Interconnection trunk satisfying this criterion.

3.5.2.7 **End Office Switch** - Each circuit to be provided to each End User Customer will be served by an End Office Switch capable of switching local voice traffic. CLEC must certify that the switching equipment is either registered in the LERG as a Class 5 Switch or that it can switch local voice traffic. CLEC will provide written documentation of the Switch type and CLLI code for the Switch satisfying this criterion.

3.5.2.8 CLEC must provide certification and the identified supporting information to Qwest through a certification letter, or other mutually agreed upon communication, that each individual high capacity loop in combination, or Commingled, with a Qwest provided high capacity transport facility or service, meets the Service Eligibility Criteria set forth above before Qwest will provision or convert the high capacity facility in combination or Commingling.

3.5.2.9 CLEC's high capacity combination or Commingled facility Service Eligibility shall remain valid only so long as CLEC continues to meet the Service Eligibility Criteria set forth above. If CLEC's Service Eligibility on a given high capacity combination or Commingled facility is no longer valid, CLEC must submit a service order converting the appropriate facility to the appropriate Private Line/Special Access service within thirty (30) Days.

3.5.2.10 **Service Eligibility and Qualifying Service Audits -** In order to confirm reasonable compliance with these requirements, Qwest may perform Service Eligibility and Qualifying Service Audits of CLEC's records. For the purposes of this Section, "Qualifying Service Criteria" is whether a particular Unbundled Network Element meets the definition of a Qualifying Service, as described in the definitions of this Amendment. Service Eligibility and Qualifying Service Audits shall be performed in accordance with the following guidelines:

3.5.2.10.1 Qwest may, upon thirty (30) Days written notice to CLEC that has purchased high capacity combination and Commingled facilities, conduct a Service Eligibility or Qualifying Service Audit to ascertain whether those high capacity facilities were eligible for UNE treatment at the time of Provisioning or conversion and on an ongoing basis thereafter.

3.5.2.10.2 CLEC shall make reasonable efforts to cooperate with any Service Eligibility or Qualifying Service Audit by Qwest and shall maintain and provide Qwest with relevant records (e.g., network and circuit configuration data, local telephone numbers) which demonstrate that CLEC's high capacity combination and Commingled facilities meet the Service Eligibility Criteria.

3.5.2.10.3 An independent auditor hired and paid for by Qwest shall perform any Service Eligibility or Qualifying Service Audits, provided, however, that if a Service Eligibility or Qualifying Service Audit reveals that CLEC's high capacity combination and Commingled facility circuit(s) do not meet or have not met the Service Eligibility or Qualifying Service Criteria, then CLEC shall reimburse Qwest for the cost of the audit. To the extent the independent auditor's report concludes that CLEC complied in all material respects with the Service Eligibility and Qualifying Service Criteria, Qwest shall reimburse CLEC for its costs associated with the Service Eligibility or Qualifying Service Audit.

3.5.2.10.4 An independent auditor must perform its evaluation in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA) and during normal business hours, unless there is a mutual agreement otherwise.

3.5.2.10.5 Qwest shall not exercise its Service Eligibility or Qualifying Service Audit rights with respect to CLEC (excluding Affiliates), more than once in any calendar year, unless an audit

finds non-compliance. If a Service Eligibility or Qualifying Service Audit does find non-compliance, Qwest shall not exercise its Service Eligibility Audit rights for one hundred eighty (180) Days following that audit, and if any subsequent Service Eligibility or Qualifying Service Audit does not find non-compliance, then Qwest shall not exercise its Service Eligibility or Qualifying Service Audit rights for the remainder of the calendar year.

3.5.2.10.6 At the same time that Qwest provides notice of a Service Eligibility or Qualifying Service Audit to CLEC under this paragraph, Qwest shall send a copy of the notice to the Federal Communications Commission.

3.5.2.10.7 Service Eligibility or Qualifying Service Audits conducted by Qwest for the purpose of determining compliance with Service Eligibility or Qualifying Service Criteria shall not effect or in any way limit any audit or Dispute Resolution rights that Qwest may have pursuant to other provisions of CLEC Agreement.

3.5.2.10.8 Qwest shall not use any other audit rights it may have under this Amendment to audit for compliance with the Service Eligibility or Qualifying Service Criteria of this Section. Qwest shall not require a Service Eligibility or Qualifying Service Audit as a prior prerequisite to Provisioning combination and Commingled facilities.

3.5.2.10.9 CLEC shall maintain appropriate records to support its Service Eligibility and Qualifying Service Criteria. However, CLEC has no obligation to keep any records that it does not keep in the ordinary course of its business.

3.5.2.10.10 If a Service Eligibility or Qualifying Service Audit demonstrates that a high capacity combination and Commingled facilities do not meet the Service Eligibility Criteria above or the Qualifying Service Criteria, the CLEC must convert all non-compliant circuits to Private Line/Special Access circuits and CLEC must true-up any difference in payments within sixty (60) days.

4.0 Routine Modifications

4.1 Qwest will also perform routine modifications to existing loop and transport facilities used by CLEC to the same extent it performs such activities for its own retail End User Customers, including, but not limited to, rearrangement or splicing of cable (including rearrangement of existing pairs to include fiber hub counts and rearrangement of existing pairs to extend the line), adding a doubler or repeater, adding and/or rearranging an equipment case, adding a smart jack, installing a repeater shelf, adding a line card, and deploying a new multiplexer or reconfiguring an existing multiplexer. Rates for such modifications are included in Exhibit A. For all loop facilities, other than DS1 capable loops, this Section will be effective July 2, 2004.

4.2 Qwest will also perform routine modifications to existing dark fiber loop and transport facilities used by CLEC to the same extent it performs such activities for its own retail customers

(including the work done on dark fiber to provision lit capacity to end users). Rates for such modifications are included in Exhibit A. This Section is effective July 2, 2004. To the extent such modifications constitute a construction of special access services, pursuant to retail construction provisions of special access or stand-alone construction Tariffs, the terms and conditions of such Tariffs will apply to CLEC. The provisions of this Section shall not be construed to require Qwest to provide unbundled access to a Fiber-to-the-Home loop when Qwest deploys such a loop to a Customer premises.

Exhibit A

	All reference to UNE rate elements that are no longer offered as UNE's are hereby deleted from Exhibit A (rate sheet).							
						Recurring	**Non-Recurring**	**Notes**
	Line Sharing - New Orders Received 10/2/2003 - 10/1/2004							
		Shared Loop, per Loop 10/2/2003 - 10/1/2004					$38.15	
		Zone 1				$3.91		***
		Zone 2				$5.94		***
		Zone 3				$10.13		***
		Shared Loop, per Loop 10/2/2004 - 10/1/2005						
		Zone 1				$7.83		***
		Zone 2				$11.88		***
		Zone 3				$20.25		***
		Shared Loop, per Loop 10/2/2005 - 10/1/2006						
		Zone 1				$11.74		***
		Zone 2				$17.82		***
		Zone 3				$30.38		***
	Routine Modifications					Under Development	Under Development	
	Conversion Order Charge - Commingling					Under Development	Under Development	
Notes:								
***Qwest will bill Zone/Rate Group 1 for all Rate Groups until CLEC is given 30 days notice.								