MR-6 – Mean Time to Restore (Continued)

Product Reporting:	Standards:
MSA-Type Disaggregation -	
• 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 Qwest DSL
• Loop Splitting NOTE 1	Diagnostic
• Line Sharing	**CO:** Parity with Qwest DSL
	All Other States: Parity with RES and BUS POTS
• Sub-Loop Unbundling	**CO:** Parity with retail ISDN-BRI
	All Other States: Diagnostic
Zone-Type Disaggregation -	
• Resale	
Qwest DSL	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
• 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
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 Qwest IDSL
ISDN-capable Loop	Parity with retail ISDN BRI
ADSL-qualified Loop	Parity with retail Qwest DSL
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)

Availability:	**Notes:**
Available	1. Reporting will begin at the time CLECs order the product, in any quantity, for three consecutive months.

MR-7 – Repair Repeat Report Rate

Purpose:
Evaluates the accuracy of repair actions, focusing on the number of repeated trouble reports received for the same line/circuit within a specified period (30 calendar days).

Description:
Measures the percentage of trouble reports that are repeated within 30 days on end user lines and circuits.

- 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.
- 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.
- Includes reports due to Qwest network or system causes, customer-direct and customer-relayed reports.
- 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).

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 cover the 30-day period following the initial trouble report.	**Unit of Measure:** Percent
Reporting Comparisons: CLEC aggregate, individual CLEC and Qwest Retail results	**Disaggregation Reporting:** Statewide level. • Results for product/services listed in Product Reporting under "MSA-Type Disaggregation" will be reported according to trouble reports involving: MR-7A Dispatches within MSAs; MR-7B Dispatches outside MSAs; and MR-7C No dispatches. • Results for products/services listed in Product Reporting under "Zone-type Disaggregation" will be disaggregated according to trouble reports involving: MR-7D In Interval Zone 1 areas; and MR-7E In Interval Zone 2 areas.

Formula:
[(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

Exclusions:

- Trouble reports coded as follows:
  - 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).
  - 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).
- Subsequent trouble reports of any trouble before the original trouble report is closed.
- Information tickets generated for internal Qwest system/network monitoring purposes.
- Trouble reports on the day of installation before the installation work is reported by the technician/installer as complete.
- Records involving official company services.
- Records with invalid trouble receipt dates.

MR-7 – Repair Repeat Report Rate (Continued)

• Records with invalid cleared or closed dates. • Records with invalid product codes. • Records missing data essential to the calculation of the measurement per the PID.	
Product Reporting:	**Standards:**
MSA-Type Disaggregation -	
• 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 Qwest Retail DSL
• Loop Splitting NOTE 1	Diagnostic
• Line Sharing	**AZ & CO:** Parity with Qwest Retail DSL
	All Other States: Diagnostic Comparison with Qwest Retail DSL
• Sub-Loop Unbundling	**CO:** Parity with Retail ISDN-BRI
	All Other States: Diagnostic
Zone-Type Disaggregation -	
• Resale	
Qwest DSL	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
• 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
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 Qwest IDSL
ISDN-capable Loop	Parity with retail ISDN BRI
ADSL-qualified Loop	Parity with retail Qwest DSL
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

MR-7 – Repair Repeat Report Rate (Continued)

• 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
Availability: Targeted availability with July 2004 results reported in September 2004	**Notes:** 1. Reporting will begin at the time CLECs order the product, in any quantity, for three consecutive months.

MR-8 – Trouble Rate

Purpose: Evaluates the overall rate of trouble reports as a percentage of the total installed base of the service or element.	
Description: Measures trouble reports by product and compares them to the number of lines in service. • Includes all trouble reports closed during the reporting period, subject to exclusions specified below. • Includes all applicable trouble reports, including those that are out of service and those that are only service-affecting.	
Reporting Period: One month	**Unit of Measure**: Percent
Reporting Comparisons: CLEC aggregate, individual CLEC and Qwest Retail results	**Disaggregation Reporting**: Statewide level.
Formula: [(Total number of trouble reports closed in the reporting period involving the specified service grouping) ÷ (Total number of the specified services that are in service in the reporting period)] x 100	
Exclusions: • Trouble reports coded as follows: – 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). – For products measured from WFA data trouble reports coded to trouble codes for Carrier Action (IEC) and Customer Provided Equipment (CPE). • Subsequent trouble reports of any trouble before the original trouble report is closed. • Information tickets generated for internal Qwest system/network monitoring purposes. • Trouble reports on the day of installation before the installation work is reported by the technician/installer as complete. • Records involving official company services. • Records with invalid trouble receipt dates. • Records with invalid cleared or closed dates. • Records with invalid product codes. • Records missing data essential to the calculation of the measurement per the PID.	

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
Qwest DSL	Parity with Qwest DSL 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 Qwest DSL
• Loop Splitting NOTE 1	Diagnostic
• Line Sharing	**CO:** Parity with Qwest DSL
	All Other States: Parity with RES and BUS POTS
• Sub-Loop Unbundling	**CO:** Parity with retail ISDN-BRI
	All Other States: 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
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 Qwest IDSL
ISDN-capable Loop	Parity with retail ISDN BRI
ADSL-qualified Loop	Parity with retail Qwest DSL
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)

Availability:	**Notes:**
Available	1. Reporting will begin at the time CLECs order the product, in any quantity, for three consecutive months.

MR-9 – Repair Appointments Met

Purpose:
Evaluates the extent to which Qwest repairs services for Customers by the appointment date and time.

Description:
Measures the percentage of trouble reports for which the appointment date and time is met.

- Includes all trouble reports closed during the reporting period, subject to exclusions specified below.
- Time measured is from date and time that Qwest is first notified of the trouble by CLEC to date and time trouble is cleared.

Reporting Period: One month	**Unit of Measure:** Percent

Reporting Comparisons: CLEC aggregate, individual CLEC and Qwest Retail results	**Disaggregation Reporting:** Statewide level. Results for listed services will be disaggregated and reported according to trouble reports involving: MR-9A Dispatches within MSAs; MR-9B Dispatches outside MSAs; and MR-9C No dispatches.

Formula:
[(Total Trouble Reports Cleared by appointment date and time) ÷ (Total Trouble Reports Closed in the Reporting Period)] x 100

Exclusions:

- Trouble reports coded as follows:
  - 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).
- Subsequent trouble reports of any trouble before the original trouble report is closed.
- Information tickets generated for internal Qwest system/network monitoring purposes.
- 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.
- Trouble reports on the day of installation before the installation work is reported by the technician/installer as complete.
- Records involving official company services.
- Records with invalid trouble receipt dates.
- Records with invalid cleared or closed dates.
- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the PID.

Product Reporting:	**Standard:** Parity
Resale: Residential single line service Business single line service Centrex Centrex 21 PBX Trunks Basic ISDN Unbundled Elements – Platform (UNE-P) (POTS)	
Availability: Available	**Notes:**

MR-10 – Customer and Non-Qwest Related Trouble Reports

Purpose:
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.

Description:
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:

- 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 MSA type disaggregated products.
- For products measured from WFA (Workforce Administration) data trouble reports coded to trouble codes for Carrier Action (IEC) and Customer Provided Equipment (CPE).

Reporting Period: One month	**Unit of Measure:** Percent
Reporting Comparisons: CLEC aggregate, individual CLEC and Qwest Retail results	**Disaggregation Reporting:** Statewide level.

Formula:
[(Number of Trouble Reports coded to disposition codes specified above) ÷ (Total Number of Trouble Reports Closed in the Reporting Period)] x 100

Exclusions:

- Subsequent trouble reports of any trouble before the original trouble report is closed
- Information tickets generated for internal Qwest system/network monitoring purposes.
- Records involving official company services.
- Records with invalid trouble receipt dates.
- Records with invalid cleared or closed dates.
- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the PID.
- Trouble reports on the day of installation before the installation work is reported by the technician/installer as complete.

MR-10 Customer and Non-Qwest Related Trouble Reports (continued)

Product Reporting:	Standards:
• Resale	
Residential single line service	Diagnostic
Business single line service	Diagnostic
Centrex	Diagnostic
Centrex 21	Diagnostic
PBX Trunks	Diagnostic
Basic ISDN	Diagnostic
Qwest DSL	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
Availability: Available	**Notes:**

MR-11 – LNP Trouble Reports Cleared within 24 Hours

Purpose:
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.

Description:

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.

- 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 business day, 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.

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.

- Includes all LNP-only trouble reports, received within four calendar days of the actual LNP-related disconnect date and closed during the reporting period.

- 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.
- 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.
- 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
- Time measured is from the date and time Qwest receives the trouble report to the date and time trouble is cleared.

Reporting Period: One month	**Unit of Measure:** Percent
Reporting Comparisons: CLEC Aggregate and Individual CLEC	**Disaggregation Reporting:** Statewide level (all are "non-dispatched").

Formula:

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

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

MR-11 – LNP Trouble Reports Cleared within 24 Hours (Continued)

Exclusions: • Trouble reports attributed to customer or non-Qwest reasons • Trouble reports not related to valid requests (LSRs) for LNP and associated disconnects. • Subsequent trouble reports of LNP trouble before the original trouble report is closed. • For MR-11B only: Trouble reports involving a "no access" delay. • Information tickets generated for internal Qwest system/network monitoring purposes. • Records involving official company services. • Records with invalid trouble receipt dates. • Records with invalid cleared or closed dates. • Records with invalid product codes. • Records missing data essential to the calculation of the measurement per the PID.	
Product Reporting: LNP	**Standards:** MR-11A: • If OP-17 result meets its standard, the MR-11A standard is Diagnostic. • If OP-17 result does not meet its standard, the MR-11A standard is as follows: – For 0-20 trouble reports*: No more than 1 ticket cleared in > four business hours – For > 20 trouble reports*: The lesser of 95% or Parity with MR-3C results for Retail Residence and Business MR-11B: • For 0-20 trouble reports**: No more than 1 ticket cleared > 48 hours • For > 20 trouble reports**: The lesser of 95% or Parity with MR-4C results for Retail Residence and Business * Based on MR-11A denominator. ** Based on MR-11B denominator.
Availability: Available	**Notes:**

Billing

BI-1 – Time to Provide Recorded Usage Records

Purpose:
Evaluates the timeliness with which Qwest provides recorded daily usage records to CLECs.

Description:
Measures the average time interval from date of recorded daily usage to date usage records are transmitted or made available to CLECs as applicable.

BI-1A – Measures recorded daily usage for UNEs and Resale and includes industry standard electronically transmitted usage records for feature group switched access,[NOTE 1] local measured usage, local message usage, toll usage, and local exchange service components priced on a per-use basis, subject to exclusions specified below.

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.

BI-1C – Provides separate reporting for two elements captured in BI-1A above, as follows:

- BI-1C-1 – Measures recorded daily usage for UNEs and Resale and includes industry standard electronically transmitted usage records for feature group switched access, [NOTE 1] subject to exclusions specified below.
- 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.

Reporting Period: One month	**Unit of Measure:** BI-1A, BI-1C-1, BI-1C-2: Average Business Days BI-1B: Percent
Reporting Comparisons: CLEC aggregate, individual CLECs, and Qwest Retail results	**Disaggregation Reporting:** State level.

Formula:

BI-1A, BI-1C-1, BI-1C-2 (for specified products & records) = ∑(Date Record Transmitted or made available – Date Usage Recorded) ÷ (Total number of records)

BI-1B = [(# of daily usage records for Jointly provided switched access sent within four days) ÷ (Total daily usage records for Jointly provided switched access in the report period)] x 100

Exclusions:

- Instances where the CLEC requests other than daily usage transmission or availability.
- Duplicate records.

Product Reporting: • UNEs and Resale • Jointly-provided Switched Access	**Standards:** 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
Availability: Available	**Notes:** 1. "Feature group switched access" includes all type 110XXX detail records for Feature Groups A, B, C, and D.

BI-2 – Invoices Delivered within 10 Days

Purpose: Evaluates the timeliness with which Qwest delivers industry standard electronically transmitted bills to CLECs, focusing on the percent delivered within ten calendar days.	
Description: Measures the percentage of invoices that are delivered within ten days, based on the number of days between the bill date and bill delivery. • Includes all industry standard electronically transmitted invoices for local exchange services and toll, subject to exclusions specified below.	
Reporting Period: One month	**Unit of Measure:** Percent
Reporting Comparisons: Combined Qwest Retail/CLEC results (Parity by design)	**Disaggregation Reporting:** State level
Formula: [(Count of Invoices for which Bill Transmission Date to Bill Date is ten calendar days or less) ÷ (Total Number of Invoices)] x 100	
Exclusions: • Bills transmitted via paper, magnetic tape, CD-ROM, diskette. • Records with missing data essential to the calculation of the measurement per the PID.	
Product Reporting: • UNEs and Resale	**Standard:** Parity by design.
Availability: Available	**Notes:**

BI-3 – Billing Accuracy – Adjustments for Errors

Purpose: Evaluates the accuracy with which Qwest bills CLECs, focusing on the percentage of billed revenue adjusted due to errors.	
Description: Measures the billed revenue minus amounts adjusted off bills due to errors, as a percentage of total billed revenue. • Both the billed revenue and amounts adjusted off bills due to error are calculated from bills rendered in the reporting period. • "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.)	
Reporting Period: One month	**Unit of Measure:** Percent
Reporting Comparisons: CLEC aggregate, individual CLECs, and Qwest Retail results	**Disaggregation Reporting:** State level.
Formula: [Σ(Total Billed Revenue Billed in Reporting Period - Amounts Adjusted Off Bills Due to Errors) ÷ (Total Billed Revenue billed in Reporting Period)] x 100	
Exclusions: • BI-3A - UNEs and Resale – None • BI-3B - Reciprocal Compensation Minutes of Use – Billing adjustments as a result of CLEC-caused errors in return of minutes of use	
Product Reporting: • BI-3A - UNEs and Resale • BI-3B - Reciprocal Compensation Minutes of Use (MOU)	**Standards:** • BI-3A – UNEs and Resale: Parity with Qwest retail bills. • BI-3B – Reciprocal Compensation (MOU) – 95%
Availability: Available	**Notes:**

BI-4 – Billing Completeness

Purpose:

- UNEs and Resale – Evaluates the completeness with which Qwest reflects non-recurring and recurring charges associated with completed service orders on the bills.
- 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.

Description:

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

Reporting Period: One month	**Unit of Measure:** Percent
Reporting Comparisons: CLEC aggregate, individual CLECs, and Qwest Retail results	**Disaggregation Reporting:** Statewide level.

Formula:

BI-4A – UNEs and Resale = [∑(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 ÷ total count of service orders with non-recurring and recurring charges associated with completed service orders billed on the bill)] x 100

BI-4B – Reciprocal Compensation MOU = [∑(Revenue for Local Minutes of Use billed on the correct* bill ÷ Total revenue for Local Minutes of Use collected during the month)] x 100

Exclusions: None

Product Reporting: • UNEs and Resale • Reciprocal Compensation (MOU)	**Standards:** **BI-4A** - UNEs and Resale: Parity with Qwest Retail bills. **BI-4B** - Reciprocal Compensation (MOU): 95%
Availability: Available	**Notes:**

Database Updates

DB-1 – Time to Update Databases

Purpose:
Evaluates the time required for updates to the databases of E911, LIDB, and Directory Builder.

Description:

- Measures the average time required to update the databases of E911, LIDB, and Directory Builder.
- Includes all database updates as specified under Disaggregation Reporting completed during the reporting period.
- 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.
- 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.

Reporting Period: One month	**Unit of Measure:** E911 – Hrs: Mins. LIDB & Directory Listings – Seconds
Reporting Comparisons: 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. NOTE 1	**Disaggregation Reporting:** 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

Formula:
Σ[(Date and Time of database update for each database update as specified under Disaggregation Reporting in the reporting period) – (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)] ÷ Total database updates as specified under Disaggregation Reporting completed in the reporting period

Exclusion:

- Invalid start/stop dates/times.

DB-1 – Time to Update Databases (continued)

Product Reporting: Not applicable (Reported by database type)	**Standards:** DB-1A-E911: Parity by design DB-1B-LIDB: Parity by design DB-1C-1 - Listings: Parity by design
Availability: Available	**Notes:** 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

Purpose: Evaluates the accuracy of database updates completed without errors in the reporting period.	
Description: • Measures the percentage of database updates completed without errors in the reporting period. • Includes all database updates as specified under Disaggregation Reporting completed during the reporting period.	
Reporting Period: One month	**Unit of Measure:** Percent
Reporting Comparisons: DB-2C-1 Listings – Combined results for all Qwest Retail, Reseller CLEC and Facilities-Based CLEC Electronically Submitted, Electronically Processed updates	**Disaggregation Reporting:** DB-2C-1, Listings for Qwest Retail, Reseller CLEC, and Facilities-Based CLEC Electronically Submitted, Electronically Processed updates: Statewide
Formula: [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	
Exclusions: Invalid start/stop dates/times.	
Product Reporting: Not applicable (Reported by database type)	**Standards:** DB-2C-1 – Listings: Parity by design NOTE 1
Availability: Available	**Notes:** 1. 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.

Directory Assistance

DA-1 – Speed of Answer – Directory Assistance

Purpose: Evaluates timeliness of customer access to Qwest's Directory Assistance operators, focusing on how long it takes for calls to be answered.	
Description: Measures the average time following first ring until a call is first picked up by the Qwest agent/system to answer Directory Assistance calls. • Includes all calls to Qwest directory assistance during the reporting period. • 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. • 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. • 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.	
Reporting Period: One month	**Unit of Measure:** Seconds
Reporting Comparisons: Results for Qwest and all CLECs are combined.	**Disaggregation Reporting:** Sub-region applicable to state
Formula: Σ[(Date and Time of Call Answer) – (Date and Time of First Ring)] ÷ (Total Calls Answered by Center)	
Exclusions: Abandoned Calls are not included in the total number of calls answered by the center.	
Product Reporting: None	**Standard:** Parity by design
Availability: Available	**Notes:**

Operator Services

OS-1 – Speed of Answer – Operator Services

Purpose: Evaluates timeliness of customer access to Qwest's operators, focusing on how long it takes for calls to be answered.	
Description: Measures the time following first ring until a call is answered by the Qwest agent. • Includes all calls to Qwest's operator services during the reporting period, subject to exclusions specified below. • 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. • 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.	
Reporting Period: One month	**Unit of Measure:** Seconds
Reporting Comparisons: Qwest and all CLECs are aggregated in a single measure.	**Disaggregation Reporting:** Sub-region applicable to state
Formula: Σ[(Date and Time of Call Answer) – (Date and Time of First Ring)] ÷ (Total Calls Answered by Center)	
Exclusions: Abandoned Calls are not included in the total number of calls answered by the center.	
Product Reporting: None	**Standard:** Parity by design
Availability: Available	**Notes:**

Network Performance

NI-1 – Trunk Blocking

Purpose:
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.

Description:
Measures the percentage of trunks blocking in interconnection and interoffice final trunks.

- 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.

Reporting Period: One month	**Unit of Measure:** Percent Blockage

Reporting Comparisons:	**Disaggregation Reporting:** Statewide level.
CLEC aggregate, individual CLEC, and Qwest Interoffice trunk blocking results.	Reports the percentage of trunks blocking in interconnection final trunks, reported by: NI-1A Interconnection (LIS) trunks to Qwest tandem offices, with TGSR-related exclusions applied as specified below; NI-1B LIS trunks to Qwest end offices, with TGSR-related exclusions applied as specified below; NI-1C LIS trunks to Qwest tandem offices, without TGSR-related exclusions; NI-1D LIS trunks to other Qwest end offices, without TGSR-related exclusions.

Formula:
{[∑(Blockage in Final Trunk Group of Specified Type)x(Number of Circuits in Trunk Group)] ÷ (Total Number of Final Trunk Circuits in all Final Trunk Groups)} x 100

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.

Exclusions:
For NI-1A and NI-1B only:

- Trunk groups, blocking in excess of one percent in the reporting period, for which:
  - A Trunk Group Service Request (TGSR) [NOTES 1 & 2] has been issued in the reporting period; or
  - CLECs do not submit, within 20 calendar days of receiving a TGSR:
    a) Responsive ASRs (or have ASRs pending that are delayed for CLEC reasons [NOTE 3]);
    b) Trouble Reports; or
    c) Notification of traffic re-routing (as described in Note 1 below).

For NI-1A, NI-1B, NI-1C, and NI-1D:

- 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:
  - Trunk group out-of-service conditions arising from cable cuts, severe weather, or force majeure circumstances;
  - The CLEC placing trunks in a "busy" condition;
  - 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 lack of facilities, 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 [NOTE 4]); or
  - 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.

NI-1 – Trunk Blocking (Continued)

- Trunk groups recently activated that have not been in service for a full "20-high-day, busy hour" review period.
- Toll trunks, non-final trunks, and trunks that are not connected to the public switched network.
- One-way trunks originating at CLEC end offices.
- Qwest official services trunks, local interoffice operator and directory assistance trunks, and local interoffice 911/E911 trunks.
- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the PID.

Product Reporting:	**Standards:**	
LIS Trunks	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 NOTE 5

Availability:
Available

Notes:

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.
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.
3. CLEC delays are reflected by CLEC-initiated order supplements that move the due date later.
   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.
   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.
   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.
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.
   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.
   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.
   c) This limitation may change depending on the outcome of separate workshops dealing with issues of interconnection forecasting.
5. NI-1C and NI-1D will be reported for information purposes only, with no standard to be applied.

NP-1 – NXX Code Activation

Purpose:
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.

Description:
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" [NOTE 1] associated with the Qwest interconnection facilities are provided late by Qwest to the CLEC.

- 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.
- 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.
- The NXX code activation notice is provided by the LERG (Local Exchange Routing Guide) to Qwest.
- 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).
- The NXX code activation completion process includes testing, including calls to the test number when provided.

Reporting Period: One month	**Unit of Measure:** Percent
Reporting Comparisons: CLEC aggregate, individual CLEC and Qwest Retail results.	**Disaggregation Reporting:** Statewide.

Formula:
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

Exclusions:
NP-1A:

- 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. [NOTE 2]

NP-1A and NP-1B:

- NXX codes with LERG dates or "revised" dates resulting in loading intervals shorter than industry standard (currently 45 calendar days).
- 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.

NP-1 – NXX Code Activation (continued)

Product Reporting: None	**Standards:** NP-1A: Parity NP-1B: Diagnostic
Availability: Available	**Notes:** 1. "2-6 codes" are industry-standard designators for local interconnection trunk groups, consisting of 2 alpha letters and six numeric digits. 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.

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. NOTE 1
- 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

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.

Reporting Period: One month	**Unit of Measure:** Calendar Days
Reporting Comparisons: CLEC aggregate and individual CLEC results	**Disaggregation Reporting:** Statewide.

Formula: (for CP-1A, CP-1B and CP-1C)
Σ[(Collocation Completion Date) – (Complete Application Date)] ÷ (Total Number of Collocations Completed in Reporting Period)

CP-1 – Collocation Completion Interval (continued)

<table>
<tr><td colspan="3">Exclusions:
• CP-1A: CLEC collocation applications with RFS dates yielding scheduled intervals longer than 90 calendar days from Collocation Application Date to RFS date.
• 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.
• 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.

• Cancelled or expired applications.</td></tr>
<tr><td colspan="2">Product Reporting: None</td><td>Standards:
CP-1A: 90 calendar days
CP-1B: 120 calendar days
CP-1C: 150 calendar days</td></tr>
<tr><td>Availability:
Available</td><td colspan="2">Notes:
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).</td></tr>
</table>

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. NOTE 1
- 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

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 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.
- 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.
- Where there is a CLEC-caused delay, the RFS Date is rescheduled.

- Where CLECs do not accept the quote within thirty calendar days of the quote date, the application is considered expired.

CP-2A **Forecasted Collocations**: Measures collocation installations for which CLEC provides a forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.

CP-2B **Non-Forecasted and Late Forecasted Collocations**: 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.

CP-2C **All Collocations requiring Major Infrastructure Modifications and Collocations with intervals longer than 120 days**: 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.

Reporting Period: One month	**Unit of Measure**: Percent
Reporting Comparisons: CLEC aggregate and individual CLEC results	**Disaggregation Reporting:** Statewide level.
Formula: (for CP-2A, CP-2B and CP-2C) [(Count of Collocations for which the RFS is met) ÷ (Total Number of Collocations Completed in the Reporting Period)] x 100	
Exclusions: • RFS dates missed for reasons beyond Qwest's control. • Cancelled or expired requests.	
Product Reporting: None	**Standards:** CP-2A & -2B: 90% CP-2C: 90%

CP-2 – Collocations Completed within Scheduled Intervals (continued)

Availability:	Notes:
Available	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).

CP-3 – Collocation Feasibility Study Interval

Purpose:
Evaluates the timeliness of the Qwest sub-process function of providing a collocation feasibility study to the CLEC.

Description:
Measures average interval to respond to collocation studies for feasibility of installation.

- 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. NOTE 1
- Interval begins with the Collocation Application Date and ends with the date Qwest completes the Feasibility Study and provides it to the CLEC.
- 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 business day following the weekend or holiday.

Reporting Period: One month	**Unit of Measure:** Calendar Days
Reporting Comparisons: CLEC aggregate and individual CLEC results	**Disaggregation Reporting:** Statewide level.

Formula:
Σ[(Date Feasibility Study provided to CLEC) – (Date Qwest receives CLEC request for Feasibility Study)] ÷ (Total Feasibility Studies Completed in the Reporting Period)

Exclusions:

- 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.

Product Reporting: None	**Standard:** 10 calendar days or less

Availability: Available	**Notes:** 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).

CP-4 – Collocation Feasibility Study Commitments Met

Purpose:
Evaluates the degree that Qwest completes the sub-process function of providing a collocation feasibility study to the CLEC as committed.

Description:
Measures the percentage of collocation feasibility studies for installations that are completed within the Scheduled Interval

- 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.
- 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. NOTE 1
- Considers the interval from the Collocation Application Date to the date Qwest completes the Feasibility Study and provides it to the CLEC.
- 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 business day following the weekend or holiday.
- 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.

Reporting Period: One month	**Unit of Measure:** Percent
Reporting Comparisons: CLEC aggregate and individual CLEC results	**Disaggregation Reporting:** Statewide level.

Formula:
[(Total Applicable Collocation Feasibility studies completed within Scheduled Intervals) ÷ (Total applicable Collocation Feasibility studies completed in the reporting period)] x 100

Exclusions: None

Product Reporting: None	**Standard:** 90 percent or more

Availability: Available	**Notes:** 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).

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 4th, 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.

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.

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.

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

ACRONYM	DESCRIPTION
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

ACRONYM	DESCRIPTION
OOS	Out of service (type of trouble condition)
OSS	Operations Support Systems
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.

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.

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.

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.

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 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 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 **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. 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 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

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 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

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. In the event that Qwest believes that circumstances require a longer duration to undertake the activities reasonably required to deny or approve a request, it may petition for relief before the Commission or under the escalation and dispute resolution procedures generally applicable under the interconnection agreement, if any, between Qwest and CLEC.

2.3 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 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, 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)	Costs	Est. Miles	Total
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 or2 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, 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:

	Annual Charge	Quantity	Total Annual Charge
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

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

(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 under-pinning. 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 hole 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 overage (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

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.

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 facilitates 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.

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 my 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

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

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

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.

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
_____	PRODUCT MANAGER
Title	Title
_____	_____
Date	Date

Address for Notices	Address for Notices
	Qwest Corporation 1801 California, Rm. 2330 Denver, CO 80202
Contact: Phone: FAX:	Contact: Manager Phone: 303-896-0789 FAX: 303-896-9022

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

Location		
From Manhole at	To Manhole at	Cable and Equipment Installed

_____
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 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: By:_____
Poles_____
Anchors_____ Anchor/Guy Strands_____Its:_____
_____

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,

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.

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

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

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

(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 Requesting specific product feature(s) be made available by Qwest that are currently available in a switch, but which are not activated.

1.2 Requesting specific product feature(s) be made available by Qwest that are not currently available in a switch, but which are available from the switch vendor

1.3 Requesting a combination of Unbundled Network Elements that is a combination not currently offered by Qwest as a standard product and:

1.3.1 that is made up of UNEs that are defined by the FCC or the Commission as a network element to which Qwest is obligated to provide unbundled access, and;

1.3.2 that is made up of UNEs that are ordinarily combined in the Qwest network.

1.4 Requesting an Unbundled Network Element that does not require a technical feasibility analysis 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, including, but not limited to, OC-192 (and such higher bandwidths that may exist) UDIT, EEL between OC-3 and OC-192 and new varieties of subloops.

2. Any request that requires an analysis of Technical Feasibility shall be treated as a Bona Fide Request (BFR), and will follow the BFR Process set forth in this Agreement. If it is determined that a request should have been submitted through the BFR process, Qwest will consider the BFR time frame to have started upon receipt of the original Special Request application form.

3. A Special Request shall be submitted in writing and on the appropriate Qwest form, which is located on Qwest's website.

4. Qwest shall acknowledge receipt of the Special Request within two (2) business days of receipt.

5. Qwest shall respond with an analysis, including costs and timeframes, within fifteen (15) business days of receipt of the Special Request. In the case of UNE Combinations, the analysis shall include whether the requested combination is a combination of network elements that are ordinarily combined in the Qwest network. If the request is for a combination of network elements that are not ordinarily combined in the Qwest network, the analysis shall indicate to CLEC that it should use the BFR process if CLEC elects to pursue its request.

6. Upon request, Qwest shall provide CLEC with Qwest's supporting cost data and/or studies for Unbundled Network Elements that CLEC wishes to order within seven (7) business days, except where Qwest cannot obtain a release from its vendors within seven (7) business days, in which case Qwest will make the data available as soon as Qwest receives the vendor 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 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 SGAT 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 SGAT 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.

3. ICB Provisioning Intervals

Exhibit I – Individual Case Basis

3.1 For those products and services provided pursuant to this SGAT 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
Election of Reciprocal Compensation Option

Pursuant to the election in this Exhibit J of this Agreement, the Parties agree to exchange (§251(b)(5)) Traffic, per section 7.3.4.4 at:

CLEC must select either 1. OR 2.

1. The rates applicable to §251(b)(5) Traffic between Qwest and CLEC shall be the same as the rates established in ISP-bound traffic pursuant to Section 7.3.6.2.3. Such rate for ISP-bound traffic will apply to §251(b)(5) Traffic in lieu of End Office Call Termination rates, and Tandem Switched Transport rates.
Signature _____

X 2. Compensation rate for §251(b)(5) Traffic shall be as established by the Commission. The Parties shall cooperate in establishing a process by which §251(b)(5) Traffic and ISP-bound traffic will be identified in order to compensation one another at the appropriate rates and in an prompt manner. ~~(See §7.3.6)~~
Signature _____

When the FCC ordered rate for ISP-bound traffic is applied to (§251(b)(5)) Traffic, the FCC Ordered ISP rate is used in lieu of End Office call termination and Tandem Switched Transport rate elements.

Deleted: 9/10/2004

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"), 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.

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).

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 is 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 such a

situation, the determination of whether Qwest meets or fails the benchmark standard will be made using performance results for the month in question, plus a sufficient number of consecutive months so that a 100% performance result would not be required to meet the standard. For purposes of section 6.2, a meet or fail determined by this procedure shall count as a single month.

3.0 Performance Measurements

3.1 The performance measurements included in the PAP are set forth in Attachment 1. Each performance measurement identified is defined in the Performance Indicator Definitions ("PIDs") developed in the ROC Operational Support System ("OSS") collaborative, and which are included in the SGAT at Exhibit B. 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.

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:

$$z = DIFF / \sigma_{DIFF}$$

Where:

$$DIFF = M_{Qwest} - M_{CLEC}$$

M_{QWEST} = Qwest average or proportion

M_{CLEC} = CLEC average or proportion

σ_{DIFF} = square root □$\sigma^{\square}$Qwest (1/ n $_{CLEC}$ + 1/ n $_{Qwest}$)]

σ^2_{Qwest} = calculated variance for Qwest

n_{Qwest} = number of observations or samples used in Qwest measurement

n_{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_{CLEC} - M_{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_{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_{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 α, the significance level of the test, the hypothesis of no difference is not rejected, and the test is passed. The α 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.

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 6.3 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 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," payment to a CLEC in a single month shall not exceed the amount listed in Table 2 below for the "Per Measurement" category. For those performance measurements listed on Attachment 2 as "Performance Measurements Subject to Per Measurement Payments," payment to a CLEC will be the amount set forth in Table 2 below under the section labeled "per measurement."

TABLE 2: TIER-1 PAYMENTS TO CLEC

Per Occurrence						
Measurement Group	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6 and each following month
High	$150	$250	$500	$600	$700	$800
Medium	$ 75	$150	$300	$400	$500	$600
Low	$ 25	$ 50	$100	$200	$300	$400
Per Measurement Cap						
Measurement Group	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6 and each following month
High	$25,000	$50,000	$75,000	$100,000	$125,000	$150,000
Medium	$10,000	$20,000	$30,000	$ 40,000	$ 50,000	$ 60,000
Low	$ 5,000	$10,000	$15,000	$20,000	$ 25,000	$ 30,000

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.

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 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 multiplying $2,000 by the number of months in which at least one payment was due 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.

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 Tier 2 parity measurements that have Tier 1 counterparts. 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 failing performance standards for a third consecutive month, or if two out of three consecutive months in the 12 month period have been missed, the second consecutive month for Tier 2 measurements with Tier 1 counterparts. For Tier 2 measurements that do not have Tier 1 counterparts, payments are calculated and paid monthly based on the number of performance measurements exceeding the critical z-values, identified in section 5.1, in any single month. 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 4 or Table 5 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 4 for the "Per Measurement" category.

TABLE 4: 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 <u>Performance Measurements Subject to Per Measurement Payment</u>: 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 5: Tier 2 Per Measurement Payments to State Funds.

TABLE 5: 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

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.

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 % diff = (CLEC result – Calculated Value)/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.

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 Tier 2 parity measurements that have Tier 1 counterparts . For Tier 2 parity measurements that do not have Tier 1 counterparts, the statistical testing procedures described section 4.0 shall be applied using the critical z-values identified in section 5.1.

9.1.2 To determine if Tier 2 payments for performance measurements listed on Attachment 1 shall be made in the current month, the following shall be determined. For Tier 2 measurements that have Tier 1 counterparts, it shall be determined whether Qwest missed the performance standard for three consecutive months, or if Qwest has missed the standard in any two out of three consecutive months for the 12 month period and for an additional two consecutive months. For Tier 2 measurements that do not have Tier 1 counterparts, it shall be determined whether Qwest missed the performance standard for a single month. If any of these conditions are met and there are at least 10 data points for the measurement in each month, a Tier 2 payment will be calculated and paid as described below and will continue in each succeeding month until Qwest's performance meets the applicable standard. For Tier 2 measures that have Tier 1 counterparts, the most recent three months of nonconforming performance data that results in payment liability shall be averaged to determine payment.

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.)

9.2.1.2 Step 2: The percentage difference between the actual averages and the calculated averages for the relevant month(s) shall be calculated . The calculation for parity measurements is % diff = (actual average – calculated average)/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%.

9.2.1.3 Step 3: For each performance measurement, the total number of data points for the relevant month(s) shall be multiplied by the percentage calculated in the previous step. The amount (average amount, if more than one month) (rounded to the nearest integer) is then 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 the relevant month(s) shall be calculated. The calculation for parity measurement is diff = (CLEC result – 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 the relevant month(s) shall be multiplied by the difference in percentage calculated in the previous step. The amount (average amount, if more than one month)(rounded to the nearest integer) is then 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 the relevant month(s) shall be calculated. The calculation is: diff = (CLEC rate – 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 amount (average amount, if more than one month)(rounded to the nearest integer) is then multiplied by the result of the per occurrence dollar amounts taken from the Tier 2 Payment Table to determine the payment to the State.

9.5 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 UNE-P (POTS), megabit resale, and ADSL qualified loop product disaggregation 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 transfer to CLEC in the amount of the overage. Payment to the State shall be made via check or wire transfer.

11.3 A Special Fund shall be created for the purpose of payment of an independent auditor and audit costs as specified in section 15.0 and payment of other expenses incurred by the participating Commissions in the regional administration of the PAP.

11.3.1 Qwest shall establish the Special Fund as an interest bearing escrow account upon the first FCC section 271 approval of the PAP applicable to a participating state Commission. Qwest shall be authorized to withhold and deposit into the Special Fund one-half of all Tier 2 payments. The cost of the escrow account will be paid for from account funds.

11.3.2 Commissions participating in the Special Fund shall appoint a person designated to administer and authorize disbursement of funds. All claims against the fund shall be presented to the Commissions' designates and shall be the responsibility of the participating Commissions.

11.3.3 Qwest shall advance funds to meet initial claims against the Special Fund to the extent Tier 2 contributions are insufficient. Such funds shall not exceed $500,000 and shall be reduced appropriately in the event that at least six states in which the QPAP is in effect do not agree to participate in the Special Fund. Upon a determination by the participating Commissions that the Special Fund has become self-sustaining or is no longer required, Qwest shall be allowed to recover any such advances plus interest at the rate that the escrow account would have earned.

11.3.4 Upon the execution of a memorandum of understanding with the Idaho Commission, Qwest shall establish an Idaho Discretionary Fund as a separate interest bearing escrow account. Qwest shall deposit into the Discretionary Fund the remaining balance of Tier 2 payments after disbursement of Tier 2 payments to the Special Fund pursuant to section 13.3.1. The Commission shall appoint a person designated to administer and authorize disbursements of funds from the Discretionary Fund. Disbursements from the Discretionary Fund shall be limited to competitively neutral Idaho telecommunications initiatives. The costs of the Discretionary Fund will paid for from the account's funds.

12.0 Cap on Tier 1 and Tier 2 Payments

12.1 There shall be a cap on the total payments made by Qwest for a 12 month period beginning with the effective date of the PAP for the State of Idaho. The

annual cap for the State of Idaho shall be 36% of ARMIS Net Return, recalculated each year based upon the prior year's Idaho ARMIS results , subject to any applicable adjustment permitted pursuant to section 12.2. Qwest shall submit to the Commission the calculation of each year's cap no later than 30 days after submission of ARMIS results to the FCC. CLEC agrees that this amount constitutes a maximum annual cap that shall apply to the aggregate total of Tier 1 liquidated damages, including any such damages paid pursuant to this Agreement, any other interconnection agreement, or any other payments made for the same underlying activity or omission under any other contract, order or rule and Tier 2 assessments or payments made by Qwest for the same underlying activity or omission under any other contract, order or rule.

12.2 The 36% annual cap may be increased to 44% or decreased to 30% of ARMIS Net Return as follows:

12.2.1 An increase in the cap of a maximum of 4 percentage points at any one time (i.e., first to 40 percent) shall occur upon order by the Commission if the cap has been exceeded for any consecutive period of 24 months by that same 4 percent or more, provided that: (a) the Commission has determined that the preponderance of the evidence shows Qwest could have remained beneath the cap through reasonable and prudent effort, and (b) the Commission has made that determination after having available to it on the record the results of audits and root cause analyses, and provided an opportunity for Qwest to be heard.

12.2.2 A decrease in the cap of a maximum of 4 percentage points at any one time shall occur upon order by the Commission after performance for any consecutive period of 24 months in which total payments are 8 or more percentage points below the cap amount, provided that: (a) the Commission has determined that the preponderance of the evidence shows the performance results underlying those payments 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 in effect for the next 24 month period commencing with the end of the 24 month period upon which the Commission's order is based.

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 cumulative monthly cap (defined as $1/12^{th}$ of the annual cap times the cumulative number of months to date) 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 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 section 13 of this QPAP, Qwest shall not be excused for failing to provide such performance that Qwest could reasonably have been expected to deliver assuming that it had designed, 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. By electing remedies under the PAP, CLEC waives any causes of action based on a contractual theory of liability, and any right of recovery under any other theory of liability (including but not limited to a state utility regulatory commission or Federal Communications Commission rule or order) to the extent such recovery is related to harm compensable under a contractual theory of liability (even though it is sought through a noncontractual claim, theory, or cause of action).

13.7

If for any reason a CLEC agreeing to this QPAP is awarded compensation for the same harm for which it received payment under the QPAP , the court or other adjudicatory body hearing such a claim may offset the damages resulting from such claim against payments made for the same harm.

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.

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 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 participating Commissions in accordance with a detailed audit plan developed by an independent auditor retained for a two-year period. The participating Commissions shall select the independent auditor with input from Qwest and CLECs.

15.1.1 The participating Commissions shall form an oversight committee of Commissioners who will choose the independent auditor and approve the audit plan. Any disputes as to the choice of auditor or the scope of the audit shall be resolved through a vote of the chairs of the participating commissions pursuant to Section 15.1.4.

15.1.2 The audit plan shall be conducted over two years. The audit plan will identify the specific performance measurements to be audited, the specific tests to be conducted, and the entity to conduct them. The 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 audit plan shall be coordinated with other audit plans that may be conducted by other state commissions so as to avoid duplication, shall not impede Qwest's ability to comply with the other provisions of the PAP and should be of a nature and scope that can be conducted in accordance 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 oversight committee of Commissioners. Decisions of the oversight committee of Commissioners may be appealed to a committee of the chairs of the participating Commissions.

15.2 Qwest may make management processes more accurate or more efficient to perform without sacrificing accuracy. These changes are at Qwest's discretion but will be reported to the independent auditor in quarterly meetings in which the auditor may ask questions about changes made in the Qwest measurement regimen. The meetings, which will be limited to Qwest and the independent auditor, will permit an independent assessment of the materiality and propriety of any Qwest changes, including, where necessary, testing of the change details by the independent auditor. The information gathered by the independent auditor may be the basis for reports by the independent auditor to the participating Commissions and, where the Commissions deem it appropriate, to other participants.

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 dispute resolution provision of section 18.0 is available to any party questioning the independent auditor's decision to conduct or not conduct a CLEC requested 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.

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 in the Special Fund. For Idaho, the remainder of the audit expenses will be paid by Qwest.

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 section 271 approval by the FCC for the state of Idaho, Qwest, CLECs, or the Idaho Public Utilities Commission may initiate a review of the performance measurements 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, Tier 1 or 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 pursuant to a proceeding before the Commission and subject to judicial review. No new performance measurements shall be added to this PAP that have not been subject to observation as diagnostic measurements for a period of 6 months. Any changes made at the six-month review pursuant to this section shall apply to and modify this agreement between Qwest and CLEC, subject to a stay, modification or reversal upon appeal or judicial review.

16.1.1 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 the Commission, whether before or after a six-month review.

16.1.2 For the first twelve months that any changes made pursuant to paragraphs 16.1 or 16.1.1 are in effect, Qwest's liability for such changes shall be limited to 10% of the monthly payments that Qwest would have made absent the effect of such changes as a whole. This provision shall be referred as "the 10% payment collar." Such payment limitation shall be accomplished by factoring the payments resulting from the changes to ensure that such payments remain within 10% of the payments Qwest would have made absent such changes.

16.1.3 In the event that the Commission adds, modifies, or reclassifies a performance measurement that has not been agreed upon in the ROC PID administration forum process in 16.1.1, the 10% payment collar shall remain in effect unless removed by the Commission pursuant to this section. If, after a minimum of 6 months of payments to a CLEC, Qwest's payments have been limited by the 10% payment collar to 80% or less of what the total payments would have been absent the collar for the preceding 6-month period, the Commission may, upon motion by an affected CLEC, conduct a record proceeding to determine whether the 10% payment collar should be removed from any such performance measure. The Commission can prospectively remove the 10% collar for Tier 1 payments to affected CLEC(s) for any such performance measure upon a demonstration through a record proceeding and a Commission determination that the total payments to the CLEC(s) under the QPAP were inadequate to compensate CLEC(s) for actual harm incurred during the same period and upon a determination that such change is otherwise necessary and appropriate and in the public interest.

16.2 Two years after the effective date of the first FCC 271 approval of the PAP, the participating Commissions may conduct a joint review by a 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 Commissions in determining existing conditions and reporting to the FCC on the continuing adequacy of the PAP to serve its intended functions. The expense of the reviews shall be paid from the Special Fund.

16.3 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.

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 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).

Exhibit K

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
GATEWAY							
Timely Outage Resolution	GA-7						X
PRE-ORDER/ORDERS							
LSR Rejection Notice Interval	PO-3[a]	X					
Firm Order Confirmations On Time	PO-5	X				X	
Work Completion Notification Timeliness	PO-6[b]	X					
Billing Completion Notification Timeliness	PO-7[b]	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[c]		X				
ORDERING AND PROVISIONING							
Installation Commitments Met	OP-3			X		X	
Installation Intervals	OP-4[d]			X		X	
New Service Quality	OP-5a,b[e]			X		X	
Delayed Days	OP-6[f]			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	
MAINTENANCE AND REPAIR							
Out of Service Cleared within 24 hours	MR-3			X			
All Troubles Cleared within 4 hours	MR-5			X			
Mean time to Restore	MR-6a,b,c,d[g], e[g]			X			
Repair Repeat Report Rate	MR-7			X		X	
Trouble Rate	MR-8			X		X	
LNP Trouble Reports Cleared within 24 Hours	MR-11			X		X	
LNP Trouble Reports—Mean Time to Restore	MR-12			X		X	
BILLING							
Time to Provide Recorded Usage Records	BI-1	X					X
Billing Accuracy-Adjustments for Errors	BI-3	X					
Billing Completeness	BI-4	X				X	
NETWORK PERFORMANCE							
Trunk Blocking	NI-1			X			X
NXX Code Activation	NP-1			X			X

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. Low Volume Exception: In lieu of Section 2.4 for PO-20, where CLEC order volumes for a given month are less than 17 in Phase 1, less than 13 in Phase 2, and less than 10 in Phase 3 and subsequent phases, a benchmark standard of "no more than one order with PO-20 errors" is applied. Under this provision, no payment applies if there is only one order with errors.

Stabilization Period: For each phase beginning with Phase 1, there will be no more than a 3-month measurement stabilization period for all fields introduced in that phase. Performance results that include all such fields are not subject to payments during the measurement stabilization period.

d. 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.

e. Low volume treatment for OP-5b will apply if both (1) the CLEC volume of orders is less than or equal to 29 (the denominator of OP-5t) and (2) the number of orders with trouble in OP-5a is no more than one. When these two conditions are met, a standard of no more than one order with new service trouble applies.

f. 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).

g. Applicable only to xDSL-I capable loops.

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)

EXHIBIT L

ADVICE ADOPTION LETTER

Manager Interconnection
Qwest
1801 California, Room 2410
Denver, CO 80202

Re: Qwest Corporation ("Qwest") New Product: _____

_____

Dear Sir or Madam:

By its signature below, _____ ("CLEC") hereby agrees to be bound by the rates, terms and conditions that Qwest has offered and provided on its Web Site for the New Qwest Product identified above as an amendment to its Interconnection Agreement with Qwest for the state(s) of _____.

CLEC certifies that the rates, terms, and conditions contained on Attachment A (attached hereto) are the rates, terms and conditions contained on Qwest's web site that have been provided for the New Product identified above.

CLEC

By:_____

Title:_____

Date:_____

EXHIBIT M

INTERIM ADVICE ADOPTION LETTER

Manager Interconnection
Qwest
1801 California, Room 2410
Denver, CO 80202

Re: Qwest Corporation ("Qwest") New Product: _____

_____

Dear Sir or Madam:

By its signature below, _____ ("CLEC") hereby agrees to be bound by the rates, terms and conditions that Qwest has offered and provided on its Web Site for the New Qwest Product identified above as an interim amendment to its Interconnection Agreement with Qwest for the state(s) of _____.

CLEC certifies that the rates, terms, and conditions contained on Attachment A (attached hereto) are the rates, terms and conditions contained on Qwest's web site that have been provided for the New Product identified above.

Qwest acknowledges that CLEC believes that the rates, terms and conditions for the Qwest New Product should be altered and that CLEC enters into this Interim Advice Adoption Letter with the express intention to renegotiate the rates, terms and conditions associated with the Qwest New Product pursuant to the terms of Section 1.7.1.2 of the SGAT. CLEC enters into this Interim Advice Adoption Letter without prejudice to or waiver of any of its rights to challenge the terms and conditions of this Interim Advice Adoption Letter under the Interconnection Agreement, the Act, FCC or state Commission rules.

CLEC

By:_____

Title:_____

Date:_____