

the OSS modifications necessary to provide access to the high frequency portion of the Unbundled Loop.

9.24.3.2 Nonrecurring Rates for the Loop Splitting

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

9.24.3.3 Nonrecurring Rates for Maintenance and Repair

9.24.3.3.1 Trouble Isolation Charge – A nonrecurring charge for Trouble isolation will be applied in accordance with the Support Functions – Maintenance and Repair Section. Qwest will test for electrical faults (e.g., opens, and/or foreign voltage) on Loop Splitting in response to trouble tickets initiated by CLEC. Effective upon approval in CMP, at CLEC's request, Qwest will perform a synchronization test using the protocol verified by CLEC. Qwest will use an Acterna 350 Plus test set, or similar test set, to perform the synchronization test. The synchronization test confirms continuity from the MDF to the CLEC's DSLAM. When trouble tickets are initiated by CLEC, and such trouble is not an electrical fault (e.g., opens, shorts, and/or foreign voltage) in Qwest's network, Qwest will assess Customer of record the Trouble Isolation Charge. Should such trouble eventually be proven to be an electrical fault in Qwest's network, Qwest shall credit the TIC charge back to the CLEC and the CLEC, at its option, may require Qwest to credit the TIC charge or CLEC's actual cost, whichever is less, to recover its cost for additional trouble isolation, pursuant to Section 9.4.6.3.5.

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

9.24.3.4 Rates for POTS Splitter Collocation are included in Exhibit A of this Agreement.

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

9.24.4 Ordering Process

9.24.4.1 Loop Splitting

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

Unbundled Loop. However, neither CLEC/DLEC nor the Customer of record are required to access Loop characteristic information prior to placing an order.

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

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

9.24.4.1.3.1 Qwest will test for electrical faults (e.g., opens, and/or foreign voltage), excessive bridged tap, and load coils as part of basic installation. Effective upon approval in CMP, at CLEC's request, Qwest will perform a synchronization test using the protocol verified by CLEC. Qwest will use an Acterna 350 Plus test set, or similar test set, to perform the synchronization test. The synchronization test confirms continuity from the MDF to the CLEC's DSLAM.

9.24.4.1.3.2 Loop Splitting shall be provided in accordance with the technical specifications contained in Technical Publication 77384.

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

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

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

9.24.5 Billing

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

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

9.24.6 Repair and Maintenance

9.24.6.1 Qwest will allow CLEC/DLEC to access Loop Splitting at the point where the combined voice and data Loop is cross connected to the POTS Splitter and at all cross-connect points on the ICDF, in accordance with the Collocation Test Access Points documents.

9.24.6.2 The Customer of record or its authorized agent will be responsible for reporting to Qwest service troubles provided over Loop Splitting. Qwest will be responsible to repair troubles on the physical line between Network Interface Devices at the user premises and the point of demarcation in Qwest Wire Centers. Qwest, CLEC and DLEC each will be responsible for maintaining its equipment. The entity that controls the POTS Splitters will be responsible for their maintenance. In the case of Common Area Splitter Collocation, if CLEC/DLEC has not elected otherwise, Qwest shall have maintenance responsibility.

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

9.24.7 Customer of Record and Authorized Agents

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

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

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

Section 10.0 - ANCILLARY SERVICES

10.1 Reserved for Future Use

10.2 Local Number Portability

CLEC does not intend to order Local Number Portability (LNP); however in the event CLEC wishes to order Local Number Portability (LNP), the Parties will negotiate an appropriate amendment to this Agreement.

10.3 911/E911 Service

CLEC does not intend to order 911/E911 Service; however in the event CLEC wishes to order 911/E911 Service, the Parties will negotiate an appropriate amendment to this Agreement.

10.4 White Pages Directory Listings

CLEC does not intend to order White Pages Directory Listings; however in the event CLEC wishes to order White Pages Directory Listings, the Parties will negotiate an appropriate amendment to this Agreement.

10.5 Directory Assistance

CLEC does not intend to order Directory Assistance; however in the event CLEC wishes to order Directory Assistance, the Parties will negotiate an appropriate amendment to this Agreement.

10.6 Directory Assistance List

CLEC does not intend to order Directory Assistance List; however in the event CLEC wishes to order Directory Assistance List, the Parties will negotiate an appropriate amendment to this Agreement.

10.7 Toll and Assistance Operator Services

CLEC does not intend to order Toll and Assistance Operator Services; however in the event CLEC wishes to order Toll and Assistance Operator Services, the Parties will negotiate an appropriate amendment to this Agreement.

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

CLEC does not intend to order Access to Poles, Ducts, Conduits, and Rights of Way; however in the event CLEC wishes to order Access to Poles, Ducts, Conduits, and Rights of Way, the Parties will negotiate an appropriate amendment to this Agreement.

Section 11.0 - NETWORK SECURITY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

800-201-7033 (all other Qwest states)

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

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

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

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

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

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

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

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

976, 700 and 500 numbers. Qwest shall additionally provide partitioned access to fraud prevention, detection and control functionality within pertinent Operations Support Systems which include but are not limited to LIDB Fraud monitoring systems.

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

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

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

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

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

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

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

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

11.37 In all cases involving telephone lines served from Qwest Wire Centers or cross boxes, whether the line is a resold line or part of an Unbundled Local Switching or Unbundled Loop element, Qwest will perform trap/trace Title III and pen register assistance directly with law enforcement. CLEC will not be involved or notified of such actions, due to non-disclosure

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

Section 12.0 - ACCESS TO OPERATIONAL SUPPORT SYSTEMS (OSS)

12.1 Description

12.1.1 Qwest has developed and shall continue to provide Operational Support System (OSS) interfaces using electronic gateways and manual processes. These gateways act as a mediation or control point between CLEC's and Qwest's OSS. These gateways provide security for the interfaces, protecting the integrity of the Qwest OSS and databases. Qwest's OSS interfaces have been developed to support Pre-ordering, Ordering and Provisioning, Maintenance and Repair and Billing. This section describes the interfaces and manual processes that Qwest has developed and shall provide to CLEC. Additional technical information and details shall be provided by Qwest in training sessions and documentation and support, such as the "Interconnect Mediated Access User's Guide." Qwest will continue to make improvements to the electronic interfaces as technology evolves, Qwest's legacy systems improve, or CLEC needs require. Qwest shall provide notification to CLEC consistent with the provisions of the Change Management Process (CMP) set forth in Section 12.2.6.

12.1.2 Through its electronic gateways and manual processes, Qwest shall provide CLEC non-discriminatory access to Qwest's OSS for Pre-ordering, Ordering and Provisioning, Maintenance and Repair, and Billing functions. For those functions with a retail analogue, such as pre-ordering and ordering and Provisioning of resold services, Qwest shall provide CLEC access to its OSS in substantially the same time and manner as it provides to itself. For those functions with no retail analogue, such as pre-ordering and ordering and Provisioning of Unbundled Elements, Qwest shall provide CLEC access to Qwest's OSS sufficient to allow an efficient competitor a meaningful opportunity to compete. Qwest will comply with the standards for access to OSS set forth in Section 20. Qwest shall deploy the necessary systems and personnel to provide sufficient access to each of the necessary OSS functions. Qwest shall provide assistance for CLEC to understand how to implement and use all of the available OSS functions. Qwest shall provide CLEC sufficient electronic and manual interfaces to allow CLEC equivalent access to all of the necessary OSS functions. Through its website, training, disclosure documentation and development assistance, Qwest shall disclose to CLEC any internal business rules and other formatting information necessary to ensure that CLEC's requests and orders are processed efficiently. Qwest shall provide training to enable CLEC to devise its own course work for its own employees. Through its documentation available to CLEC, Qwest will identify how its interface differs from national guidelines or standards. Qwest shall provide OSS designed to accommodate both current demand and reasonably foreseeable demand.

12.2 OSS Support for Pre-Ordering, Ordering and Provisioning

12.2.1 Local Service Request (LSR) Ordering Process

12.2.1.1 Qwest shall provide electronic interface gateways for submission of LSRs, including both an Electronic Data Interchange (EDI) interface and a Graphical User Interface (GUI).

12.2.1.2 The interface guidelines for EDI are based upon the Order and Billing Forum (OBF) Local Service Order Guidelines (LSOG), the Telecommunication Industry Forum (TCIF) Customer Service Guidelines; and the American National Standards

