

SECTION 9.0 - UNBUNDLED NETWORK ELEMENTS

9.1 General Terms

9.1.1 Changes in law, regulations or other "Existing Rules" relating to Unbundled Network Elements (UNEs), including additions and deletions of elements Qwest is required to unbundle and/or provide in a UNE Combination, shall be incorporated into this Agreement by amendment pursuant to Section 2.2. CLEC and Qwest agree that the UNEs identified in Section 9 are not exclusive and that pursuant to changes in FCC rules, state laws, or the Bona Fide Request Process, CLEC may identify and request that Qwest furnish additional or revised UNEs to the extent required under Section 251(c)(3) of the Act and other Applicable Laws. Failure to list a UNE herein shall not constitute a waiver by CLEC to obtain a UNE subsequently defined by the FCC or the state Commission.

9.1.2 Qwest shall provide non-discriminatory access to Unbundled Network Elements on rates, terms and conditions that are non-discriminatory, just and reasonable. The quality of an Unbundled Network Element Qwest provides, as well as the access provided to that element, will be equal between all Carriers requesting access to that element; second, where Technically Feasible, the access and Unbundled Network Element provided by Qwest will be provided in "substantially the same time and manner" to that which Qwest provides to itself or to its Affiliates. In those situations where Qwest does not provide access to network elements to itself, Qwest will provide access in a manner that provides CLEC with a meaningful opportunity to compete. For the period of time Qwest provides access to CLEC to an Unbundled Network Element, CLEC shall have exclusive use of the network element, except when the provisions herein indicate that a network element will be shared (such as Shared Transport). Notwithstanding the foregoing, Qwest shall provide access and UNEs at the service performance levels set forth in Section 20. Notwithstanding specific language in other sections of this Agreement, all provisions of this Agreement regarding Unbundled Network Elements are subject to this requirement. In addition, Qwest shall comply with all state wholesale service quality requirements.

9.1.2.1 If facilities are not available, Qwest will build facilities dedicated to an End User Customer if Qwest would be legally obligated to build such facilities to meet its Provider of Last Resort (POLR) obligation to provide basic Local Exchange Service or its Eligible Telecommunications Carrier (ETC) obligation to provide primary basic Local Exchange Service. CLEC will be responsible for any construction charges for which an End User Customer would be responsible. In other situations, Qwest does not agree that it is obligated to build UNEs, but it will consider requests to build UNEs pursuant to Section 9.19 of this Agreement.

9.1.2.1.1 Upon receipt of an LSR or ASR, Qwest will follow the same process that it would follow for an equivalent retail service to determine if assignable facilities exist that fit the criteria necessary for the service requested. If available facilities are not readily identified through the normal assignment process, but facilities can be made ready by the requested Due Date, CLEC will not receive an additional FOC, and the order Due Date will not be changed.

9.1.2.1.2 If cable capacity is available, Qwest will complete incremental facility work (i.e., conditioning, place a drop, add a network interface device, card existing subscriber Loop carrier systems at the Central Office and Remote

Terminal, add Central Office tie pairs, add field cross jumpers) in order to complete facilities to the Customer premises.

9.1.2.1.3 During the normal assignment process, if no available facilities are identified for the UNE requested, Qwest will look for existing engineering job orders that could fill the request in the future. If an engineering job currently exists, Qwest will add CLEC's request to that engineering job and send CLEC a jeopardy notice. Upon completion of the engineering job, Qwest will send CLEC another FOC with a new Due Date. If facilities are not available and no engineering job exists that could fill the request in the future, Qwest will treat CLECs request as follows:

9.1.2.1.3.1 For UNEs that meet the requirements set forth in Section 9.1.2.1, CLEC will receive a jeopardy notice. Qwest will initiate an engineering job order for delivery of primary service to the End User Customer. When the engineering job is completed, CLEC will receive another FOC identifying a new Due Date when the Loop will be ready for installation. Upon receipt of the second FOC, CLEC can request a different Due Date by submitting a SUP to change the Due Date to a later date.

9.1.2.1.3.2 For UNEs that do not meet the requirements in Section 9.1.2.1, Qwest will send CLEC a rejection notice canceling the LSR or ASR. Upon receipt of the rejection notice, CLEC may submit a request to build UNEs pursuant to Section 9.19 of this Agreement.

9.1.2.1.4 Qwest will provide CLEC notification of major Loop facility builds through the ICONN database. This notification shall include the identification of any funded outside plant engineering jobs that exceeds \$100,000 in total cost, the estimated ready for service date, the number of pairs or fibers added, and the location of the new facilities (e.g., Distribution Area for copper distribution, route number for copper feeder, and termination CLLI codes for fiber). CLEC acknowledges that Qwest does not warrant or guarantee the estimated ready for service dates. CLEC also acknowledges that funded Qwest outside plant engineering jobs may be modified or cancelled at any time.

9.1.3 Notwithstanding any reference, definition or provision to the contrary, CLEC may provide any Technically Feasible data or voice Telecommunications Services allowed by law over any Loop or Loop portion of a UNE Combination, including without limitation, "voice" services over high frequency portions of any Loop or "data" services over any low frequency portion of any Loop, provided such services do not interfere with "voice band" or "data band" transmission parameters in accordance with FCC rules as more particularly described in this Agreement. Any related equipment provided by CLEC to deliver Telecommunications Services contemplated by this section must comply with appropriate ANSI standards such as T1.417 and T1.413. Other references to the voice or voice band portion of the Loop in this Agreement will mean the low frequency portion of the Loop.

9.1.4 Qwest will provide a connection between Unbundled Network Elements and a Loop Demarcation Point. Such connection is an Interconnection Tie Pair (ITP). An ITP is required for each Unbundled Network Element or ancillary service delivered to CLEC. The ITP provides the connection between the Unbundled Network Element and the ICDF or other

Central Office Demarcation Point. The ITP is ordered in conjunction with a UNE. The charges for the ITP are contained in Exhibit A. CLEC may order regeneration along with an ITP, and the charges listed in Exhibit A will apply. The ITP may be ordered per termination. The Demarcation Point shall be:

- a) at CLEC-provided cross-connection equipment located in CLEC's Virtual or Physical Collocation Space; or
- b) if CLEC elects to use ICDF Collocation, at the Interconnection Distribution Frame (ICDF); or
- c) if CLEC elects to use an ICDF in association with Virtual or Physical Collocation, at the ICDF; or
- d) if CLEC elects to use a direct connection from its Collocation space to the distribution frame serving a particular element, at the distribution frame; or
- e) at another Central Office Demarcation Point mutually-agreed to by the Parties.

9.1.5 CLEC may connect Network Elements in any Technically Feasible manner. Qwest will provide CLEC with the same features, functions and capabilities of a particular element or combinations of elements that Qwest provides to itself. Qwest will provide CLEC with all of the features and functionalities of a particular element or combination of elements (regardless of whether such combination of elements is ordered from Qwest in combination or as elements to be combined by CLEC), so that CLEC can provide any Telecommunications Services that can be offered by means of such element or combination of elements. Qwest will provide Unbundled Network Elements to CLEC in a manner that allows CLEC to combine such elements to provide any Telecommunications Services. Qwest shall not in any way restrict CLECs use of any element or combination of elements (regardless of whether such combination of elements is ordered from Qwest in combination or as elements to be combined by CLEC) except as Qwest may be expressly permitted or required by Existing Rules.

9.1.6 Except as set forth in Section 9.23, the UNE Combinations Section, Qwest provides UNEs on an individual element basis. Charges, if any, for testing pursuant to this paragraph are contained in Exhibit A to this Agreement.

9.1.6.1 When elements are provisioned by Qwest on an individual element basis (whether or not such elements are combined by CLEC with other elements provided by Qwest or CLEC):

- a) Qwest will perform testing necessary or reasonably requested by CLEC, to determine that such UNE is capable of meeting the technical parameters established for each UNE.
- b) Qwest will repair and maintain such element to ensure that UNE continues to meet the technical parameters established for each UNE. CLEC is responsible for the end-to-end transmission and circuit functionality testing for UNE Combinations created by CLEC.
- c) Qwest will cooperate with CLEC in any Technically Feasible

testing necessary or reasonably requested by CLEC to assist in determining end-to-end transmission and circuit functionality of such UNE.

9.1.6.2 When elements are provisioned by Qwest in combination:

- a) Qwest will perform testing necessary or reasonably requested by CLEC to determine that such combination and each UNE included in such combination is capable of meeting the technical parameters of the combination.
- b) Qwest will repair and maintain such combination and each UNE included in such combination to ensure that such UNE continues to meet the technical parameters of the combination.
- c) Qwest will cooperate with CLEC in any Technically Feasible testing necessary or reasonably requested by CLEC to determine end-to-end transmission and circuit functionality of such combination.

9.1.7 Installation intervals for Unbundled Network Elements are contained in Exhibit C.

9.1.8 Maintenance and repair is described herein. The repair center contact telephone numbers are provided in the PCAT, which is located on the Qwest Web site.

9.1.9 In order to maintain and modernize the network properly, Qwest may make necessary modifications and changes to the UNEs in its network on an as needed basis. Such changes may result in minor changes to transmission parameters. Network maintenance and modernization activities will result in UNE transmission parameters that are within transmission limits of the UNE ordered by CLEC. Qwest shall provide advance notice of changes that affect network Interoperability pursuant to applicable FCC rules. Changes that affect network Interoperability include changes to local dialing from seven (7) to ten (10) digit, area code splits, and new area code implementation. FCC rules are contained in CFR Part 51 and 52. Qwest provides such disclosures on an Internet web site.

9.1.10 Channel Regeneration Charge. This charge is required when the distance from the Qwest network to the leased physical space (for Physical Collocation), the collocated equipment (for Virtual Collocation), or the ICDF (for ICDF Collocation) is of sufficient length to require regeneration. Cable distance limitations are based on the most current version of ANSI Standard T1.102-1993 "Digital Hierarchy – Electrical Interface; Annex B".

9.1.11 Exhibit A of this Agreement contains the rates for Unbundled Network Elements.

9.1.12 Miscellaneous Charges are defined in the Definitions Section. Miscellaneous Charges are in addition to nonrecurring and recurring charges set forth in Exhibit A. Miscellaneous Charges apply to activities CLEC requests Qwest perform, activities CLEC authorizes, or charges that are a result of CLECs actions, such as cancellation charges. Rates for Miscellaneous Charges are contained in Exhibit A. Unless otherwise provided for in this Agreement, no additional charges will apply.

9.2 Unbundled Loops

9.2.1 Description

The Local Loop network element is defined as a transmission facility between a distribution frame (or its equivalent) in an incumbent LEC Central Office and the Loop Demarcation Point at an End User premises. The Local Loop network element includes all features, functions, and capabilities of such transmission facility. Those features, functions, and capabilities include, but are not limited to, Dark Fiber, attached electronics (except those electronics used for the provision of Advanced Services, such as Digital Subscriber Line Access Multiplexers), and line conditioning. The Local Loop includes, but is not limited to, DS0, DS1, DS3, fiber, and other high capacity Loops.

9.2.1.1 "Loop Demarcation Point" – is defined for purposes of this section as the point where Qwest owned or controlled facilities cease, and CLEC, End User, owner or landlord ownership of facilities begins.

9.2.2 Terms and Conditions

9.2.2.1 Qwest shall provide CLEC, on a non-discriminatory basis, Unbundled Loops, (unbundled from local switching and transport) of substantially the same quality as the Loop that Qwest uses to provide service to its own End Users. For Unbundled Loops that have a retail analogue, Qwest will provide these Unbundled Loops in substantially the same time and manner as Qwest provides to its own End Users. Unbundled Loops shall be provisioned in accordance with Exhibit C and the performance metrics set forth in Section 20 and with a minimum of service disruption.

9.2.2.1.1 Use of the word "capable" to describe Loops in Section 9.2 means that Qwest assures that the Loop meets the technical standards associated with the specified Network Channel/Network Channel Interface codes, as contained in the relevant technical publications and industry standards.

9.2.2.1.2 Use of the word "compatible" to describe Loops in Section 9.2 means the Unbundled Loop complies with technical parameters of the specified Network Channel/Network Channel Interface codes as specified in the relevant technical publications and industry standards. Qwest makes no assumptions as to the capabilities of CLEC's Central Office equipment or the Customer premises equipment.

9.2.2.2 Analog (Voice Grade) Unbundled Loops. Analog (voice grade) Unbundled Loops are available as a two-wire or four-wire voice grade, point-to-point configuration suitable for local exchange type services. For the two-wire configuration, CLEC must specify the signaling option. The actual Loop facilities may utilize various technologies or combinations of technologies.

9.2.2.2.1 If Qwest uses Integrated Digital Loop Carrier (IDLC) systems to provide the Local Loop, Qwest will first attempt, to the extent possible, to make alternate arrangements such as Line and Station Transfers (LST), to permit CLEC to obtain a contiguous copper Unbundled Loop. If a LST is not available, Qwest may also seek alternatives such as Integrated Network Access (INA), hair pinning, or placement of a Central Office terminal, to permit CLEC to obtain an

Unbundled Loop. If no such facilities are available, Qwest will make every feasible effort to unbundle the IDLC in order to provide the Unbundled Loop for CLEC.

9.2.2.2.1.1 In areas where Qwest has deployed amounts of IDLC that are sufficient to cause reasonable concern about a CLEC's ability to provide service through available copper facilities on a broad scale, CLEC shall have the ability to gain access to Qwest information sufficient to provide CLEC with a reasonably complete identification of such copper facilities. Qwest shall be entitled to mediate access in a manner reasonably related to the need to protect confidential or proprietary information. CLEC shall be responsible for Qwest's incremental cost to provide such information or access mediation.

9.2.2.2.2 If there are state service quality rules in effect at the time CLEC requests an Analog Unbundled Loop Qwest will provide an Analog Unbundled Loop that meets the minimum state technical performance standard. If necessary to meet the state standards, Qwest will, at no cost to CLEC, add or remove load coils and Bridged Taps from the Loop in accordance with the requirements of the specific technical standard.

9.2.2.3 Digital Capable Loops – DS1 and DS3 Capable Loops, Basic Rate (BRI) ISDN Capable Loops, 2/4 Wire Non-Loaded Loops, ADSL Compatible Loops and xDSL-I Capable Loops. Unbundled digital Loops are transmission paths capable of carrying specifically formatted and line coded digital signals. Unbundled digital Loops may be provided using a variety of transmission technologies including, but not limited to, metallic wire, metallic wire based digital Loop carrier, and fiber optic fed digital carrier systems. Qwest will provision digital Loops in a non-discriminatory manner, using the same facilities assignment processes that Qwest uses for itself to provide the requisite service. Digital Loops may use a single or multiple transmission technologies. DC continuity does not apply to digital capable Loops. If conditioning is required, then CLEC shall be charged for such conditioning as set forth in Exhibit A if it authorized Qwest to perform such conditioning.

9.2.2.3.1 Qwest shall provide fiber and other high capacity Loops including but not limited to OC3, OC12, OC48 and OC192 Loops. With the exception of the digital Loops identified in Section 9.2.2.3, Qwest shall provide unbundled fiber and high capacity Loops to CLEC(s) where facilities are available and existing on an ICB basis. Qwest will provision fiber and other high capacity Loops in a non-discriminatory manner, using the same facilities assignment processes that Qwest uses for itself to provide the requisite service. DC continuity does not apply to fiber and other high capacity Loops provided under this Section. Qwest shall allow CLEC to access these high capacity Loops at accessible terminals including DSXs, FDPs or equivalent in the Central Office, Customer premises, or at Qwest owned outside plant structures (e.g., CEVs, RTs or huts) as defined in Section 9.3.1.1. Nonrecurring and recurring charges shall apply for fiber and other high capacity Loops provided under this Section as set forth in Exhibit A.

9.2.2.3.2 If CLEC orders a 2/4 wire non loaded or ADSL compatible Unbundled Loop for a Customer served by a digital Loop carrier system Qwest

will conduct an assignment process which considers the potential for a LST or alternative copper facility. If a LST is not available, Qwest may also seek alternatives such as Integrated Network Access (INA), hair pinning, or placement of a Central Office terminal, to permit CLEC to obtain an Unbundled Loop. If no such facilities are available, Qwest will make every feasible effort to unbundle the IDLC in order to provide the Unbundled Loop for CLEC. If no copper facility capable of supporting the requested service is available, then Qwest will reject the order.

9.2.2.4 Non-Loaded Loops. CLEC may request that Qwest provide a non-loaded Unbundled Loop. In the event that no such facilities are available, CLEC may request that Qwest condition existing spare facilities. CLEC may indicate on the LSR that it pre-approves conditioning if conditioning is necessary. If CLEC has not pre-approved conditioning, Qwest will obtain CLEC's consent prior to undertaking any conditioning efforts. Upon CLEC pre-approval or approval of conditioning, and only if conditioning is necessary, Qwest will dispatch a technician to condition the Loop by removing load coils and excess Bridged Taps to provide CLEC with a non-loaded Loop. CLEC will be charged the nonrecurring conditioning charge (i.e., cable unloading and Bridged Taps removal), if applicable, in addition to the Unbundled Loop installation nonrecurring charge.

9.2.2.4.1 Where Qwest fails to meet a Due Date for performing Loop conditioning, CLEC shall be entitled to a credit equal to the amount of any conditioning charges applied, where it does not secure the Unbundled Loop involved within three (3) months of such Due Date. Where Qwest does not perform conditioning in accord with the standards applicable under this Agreement, CLEC shall be entitled to a credit of one-half of the conditioning charges made, unless CLEC can demonstrate that the Loop as conditioned is incapable of substantially performing the functions normally within the parameters applicable to such Loop as this Agreement requires Qwest to deliver it to CLEC. In the case of such fundamental failure, CLEC shall be entitled to a credit of all conditioning charges, except where CLEC asks Qwest to cure any defect and Qwest does so. In the case of such cure, CLEC shall be entitled to the one-half (1/2) credit identified above.

9.2.2.5 When CLEC requests a Basic Rate ISDN capable or an xDSL-I capable Loop, Qwest will dispatch a technician, if necessary, to provide Extension Technology that takes into account for example: the additional regenerator placement, Central Office powering, Mid-Span repeaters, if required, BRITE cards in order to provision the Basic Rate ISDN capable and xDSL-I capable Loop. Extension Technology may be required in order to bring the circuit to the specifications necessary to accommodate the requested service. If the Circuit Design requires Extension Technology, to bring it up to the design standards, it will be added by Qwest, at no charge. Extension Technology can also be requested by CLEC to meet their specific needs. If Extension Technology is requested by CLEC, but is not required to meet the technical standards, then Qwest will provide the requested Extension Technology and will charge CLEC. Qwest will provision ISDN (BRI) Capable and xDSL-I capable Loops using the specifications in the Technical Publication 77384. Refer to that document for more information. CLEC will be charged an Extension Technology recurring charge in addition to the Unbundled Loop recurring charge, if applicable, as specified in Exhibit A of this Agreement. The ISDN Capable Loop may also require conditioning (e.g., removal of loads or Bridged

Taps).

9.2.2.6 For DS1 or DS3 capable Loops, Qwest will provide the necessary electronics at both ends, including any intermediate repeaters. In addition, CLEC will have access to these terminations for testing purposes.

9.2.2.6.1 DS1 capable Loops provide a transmission path between a Central Office network interface at a DS1 panel or equivalent in a Qwest serving Central Office and the network interface at the End User location. DS1 capable Loops transport bi-directional DS1 signals with a nominal transmission rate of 1.544 Mbit/s. DS1 capable Loops shall meet the design requirements specified in Technical Publication 77375 (Unbundled Loops) and 77375 (DS1).

9.2.2.6.2 DS3 capable Loops provide a transmission path between a Qwest Central Office network interface and an equivalent network interface at an End User location. DS3 capable Loops transport bi-directional DS3 signals with a nominal transmission rate of 44.736 Mbit/s. DS3 capable Loops shall meet the design requirements specified in Technical Publications 77384 (Unbundled Loop) and 77324 (DS3).

9.2.2.7 Qwest is not obligated to provision BRI-ISDN, xDSL-I, DS1, or DS3 capable or ADSL compatible Loops to End User Customers in areas served exclusively by Loop facilities or transmission equipment that are not compatible with the requested service.

9.2.2.8 Loop Qualification Tools. Qwest offers five (5) Loop qualification tools: the ADSL Loop Qualification Tool, Raw Loop Data Tool, POTS Conversion to Unbundled Loop Tool, MegaBit Qualification Tool, and ISDN Qualification Tool. These and any future Loop qualification tools Qwest develops will provide CLEC access to Loop qualification information in a nondiscriminatory manner and will provide CLEC the same Loop qualification information available to Qwest. If the Loop make-up information for a particular facility is not contained in the Loop qualification tools, if the Loop qualification tools return unclear or incomplete information, or if the CLEC questions the accuracy of the information in the Loop qualification tools, then CLEC may request that Qwest perform a manual look-up of the company's records, back office systems and databases where loop information resides.. Qwest will provide the CLEC the loop information identified during the manual look up within forty-eight (48) hours of Qwest's receipt of the CLEC's request for manual look up. After completion of the investigation, Qwest will load the information into the LFACS database. In the event the manual look up will take longer than forty-eight (48) hours, Qwest will notify CLEC within forty-eight (48) hours of the expected date upon which Qwest can provide the manual loop make up information.

9.2.2.8.1 ADSL Loop Qualification Tool. CLEC may use the ADSL Loop Qualification tool to pre-qualify the requested circuit utilizing the existing telephone number or address to determine whether it meets ADSL specifications. The qualification process screens the circuit for compliance with the design requirements specified in Technical Publication 77384.

9.2.2.8.2 Raw Loop Data Tools. Qwest offers two (2) types of Raw Loop Data Tool. If CLEC has a digital certificate, CLEC may access the Wire Center

Raw Loop Data Tool via: <http://ecom.qwest.com>. The Wire Center Raw Loop Data Tool provides CLEC the following information: Wire Center CLLI code, cable name, pair name, terminal address, MLT distance, segment (F1, F2), sub-segment (e.g., 1 of F1), segment length, segment gauge, Bridged Taps length by segment, Bridged Taps offset distance, load coil type, and pair gain type. CLEC may also access the IMA Raw Loop Data Tool for Loop specific information. The IMA Raw Loop Data Tool may be accessed through IMA-GUI or IMA-EDI. This tool provides CLEC the following information: Wire Center CLLI code, cable name, pair name, terminal address, MLT distance, segment (F1, F2), sub-segment (e.g., 1 of F1), segment length, segment gauge, bridges taps length by segment, Bridged Taps offset distance, load coil type, number of loads, and pair gain type.

9.2.2.8.3 POTS Conversion to Unbundled Loop Tool. The POTS Conversion to Unbundled Loop Tool is available to CLECs through IMA-GUI or IMA-EDI. This tool informs CLEC whether the facility is copper or pair gain and whether there are loads on the Loop.

9.2.2.8.4 MegaBit Qualification Tool. The MegaBit Qualification Tool is available to CLECs through IMA-GUI or IMA-EDI. This tool provides a "yes/no" answer regarding the Loop's ability to support Qwest DSL (formerly MegaBit) service. If the MegaBit Qualification Tool returns a "no" answer, it provides a brief explanation.

9.2.2.8.5 ISDN Qualification Tool. The ISDN Qualification Tool is available to CLECs through IMA-GUI or IMA-EDI. This tool permits CLEC to view information on multiple lines and will inform CLEC of the number of lines found. If an ISDN capable Loop is found, the tool identifies the facility and, if applicable, pair gain.

9.2.2.9 Provisioning Options. Six (6) Provisioning options are available for Unbundled Loop elements. Charges for these Provisioning options vary depending on the type of Loop requested. Rates are contained in Exhibit A of this Agreement. Testing parameters are described below and in Qwest Technical Publication 77384.

9.2.2.9.1 Basic Installation. Basic Installation may be ordered for new or existing Unbundled Loops. Upon completion, Qwest will call CLEC to notify CLEC that the Qwest work has been completed.

9.2.2.9.1.1 For an existing End User, the Basic Installation option is a "lift and lay" procedure. The Central Office Technician (COT) "lifts" the Loop from its current termination and "lays" it on a new termination connecting to CLEC. There is no associated circuit testing performed.

9.2.2.9.1.2 For new End User service, the Basic Installation option involves the COT and Field Technician (CST/NT) completing circuit wiring and performing the required performance tests to ensure the new circuit meets the required parameter limits. The test results are NOT provided to CLEC.

9.2.2.9.1.3 For basic installation of existing 2/4 wire analog Loops, Qwest provides a Quick Loop with or without Local Number Portability (LNP) option that enables CLEC to receive the Quick Loop installation interval as set forth in Exhibit C. Quick Loop without LNP installation includes only a simple lift and lay procedure. Quick Loop with LNP installation provides a lift and lay, and the LNP functions. Quick Loop is not available with cooperative testing, coordinated installation, or when unbundling from an IDLC to a copper alternative.

9.2.2.9.2 Basic Installation with Performance Testing. Basic Installation with Performance Testing may be ordered for new or existing Unbundled Loops.

9.2.2.9.2.1 For an existing End User, Basic Installation with Performance Testing is a "lift and lay" procedure. The Central Office Technician (COT) "lifts" the Loop from its current termination and "lays" it on a new termination connecting CLEC. The COT and Implementor/Tester perform the required performance tests to ensure that the new circuit meets required parameter limits.

9.2.2.9.2.2 The Qwest Implementor/Tester will read the test results to CLEC on close-out and email the performance test results within two (2) business days to a single, designated CLEC office email address.

9.2.2.9.2.3 For new End User service, the Basic Installation with Performance Testing option requires a dispatch to the End User premises. The COT and Field Technician complete circuit wiring and perform the required performance tests to ensure the new circuit meets the required parameter limits. These test results are read to CLEC by the Qwest Implementor/Tester on close-out. Within two (2) business days, Qwest will email the performance test results to a single, designated CLEC office email address.

9.2.2.9.3 Coordinated Installation with Cooperative Testing. Coordinated installation with cooperative testing may be ordered for new or existing service. For both new and existing service, CLEC must designate a specific "Appointment Time" when it submits the LSR. On the Due Date (DD), at the CLEC designated "Appointment Time", the Qwest Implementor/Tester contacts CLEC to ensure CLEC is ready for installation. If CLEC is not ready within thirty (30) minutes of the scheduled appointment time, then CLEC must reschedule the installation by submitting a supplemental LSR for a new Due Date and appointment time. If Qwest is not ready within thirty (30) minutes of the scheduled appointment time, Qwest will waive the nonrecurring charge for the installation option, and the Parties will attempt to set a new appointment for the same day. If Qwest fails to perform cooperative testing due to Qwest's fault, Qwest will waive the nonrecurring charge for the installation option. If CLEC still desires cooperative testing, the Parties will attempt to set a new appointment time on the same day and, if unable to do so, Qwest will issue a jeopardy notice and a FOC with a new Due Date.

9.2.2.9.3.1 For an existing End User, Coordinated Installation

with Cooperative Testing is a "lift and lay" procedure with cooperative testing. The COT completes the installation in the Central Office and performs testing that CLEC requests. Upon completion of Qwest performance testing, the Qwest Implementor/Tester will contact CLEC, read the Qwest test results, and begin CLEC cooperative testing. Within two (2) business days, Qwest will email the Qwest test results to a single, designated CLEC office email address. CLEC will be charged for any Provisioning test CLEC requests that is not defined in the Qwest Technical Publication 77384.

9.2.2.9.3.2 For new End User service, Coordinated Installation with Cooperative Testing may require a dispatch of a technician to the End User premises. The COT and Field Technician complete circuit wiring and perform the required performance tests to ensure that the new circuit meets required parameter limits. Upon completion of Qwest performance testing, the Qwest Implementor/Tester will contact CLEC, read the Qwest test results, and begin CLEC cooperative testing. Within two (2) business days, Qwest will email the Qwest test results to a single, designated CLEC office email address. CLEC will be charged for any Provisioning test not defined in the Qwest Technical Publication 77384.

9.2.2.9.4 Coordinated Installation without Cooperative Testing. Coordinated Installation without Cooperative Testing may be ordered for new or existing service. For both new and existing service, CLEC must designate a specific "Appointment Time" when it submits the LSR. On the Due Date (DD), at the CLEC designated "Appointment Time", the Qwest Implementor/Tester contacts CLEC to ensure CLEC is ready for installation. If CLEC is not ready within thirty (30) minutes of the scheduled appointment time, then CLEC must reschedule the installation by submitting a supplemental LSR. If Qwest is not ready within thirty (30) minutes of the scheduled appointment time, Qwest will waive the nonrecurring charge for the installation option and the Parties will attempt to set a new appointment time on the same day and, if unable to do so, Qwest will issue a jeopardy notice and a FOC with a new Due Date.

9.2.2.9.4.1 For an existing Unbundled Loop this Coordinated Installation without Cooperative Testing is a "lift and lay" procedure without a dispatch, that offers CLEC the ability to coordinate the conversion activity. The Qwest Implementor advises CLEC when the "lift and lay" procedure is complete.

9.2.2.9.4.2 For new Unbundled Loops, Qwest may dispatch a technician to terminate the new circuit at the End User premises. The Field Technician will not remain on the premises to perform the coordinated installation once the circuit is in place. The COT completes the installation in the Central Office, and the COT and Implementor/Tester complete the required performance tests to ensure that the new circuit meets required parameter limits. CLEC will not receive test results. When installation is complete, Qwest will notify CLEC.

9.2.2.9.5 Basic Installation with Cooperative Testing. Basic Installation

with Cooperative Testing may be ordered for new or existing Unbundled Loops.

9.2.2.9.5.1 For an existing End User, Basic Installation with Cooperative Testing is a "lift and lay" procedure with Cooperative Testing on the Due Date. The COT "lifts" the Loop from its current termination and "lays" it on a new termination connecting to CLEC. Upon completion of Qwest performance testing, the Qwest Implementor/Tester will contact CLEC, read the Qwest test results, and begin CLEC cooperative testing. Within two (2) business days, Qwest will email the Qwest test results to a single, designated CLEC office email address. CLEC and Qwest will perform a Loop back acceptance test, accept the Loop, and exchange demarcation information.

9.2.2.9.5.2 For new End User service, Basic Installation with Cooperative Testing may require a dispatch to the End User premises. The COT and Field Technician complete circuit wiring and perform the required performance tests to ensure the new circuit meets the required parameter limits.

9.2.2.9.5.3 If Qwest fails to perform cooperative testing due to Qwest's fault, Qwest will waive the nonrecurring charge for the installation option. If CLEC still desires cooperative testing, the Parties will attempt to set a new appointment time on the same day and, if unable to do so, Qwest will issue a jeopardy notice and a FOC with a new Due Date.

9.2.2.9.6 Performance Testing. Qwest performs the following performance tests for various Loop types:

2-Wire and 4-Wire Analog Loops

No Opens, Grounds, Shorts, or Foreign Volts

Insertion Loss = 0 to -8.5 dB at 1004 Hz

Automatic Number Identification (ANI) when dial-tone is present

2-Wire and 4-Wire Non-Loaded Loops

No Load Coils, Opens, Grounds, Shorts, or Foreign Volts

Insertion Loss = 0 to -8.5 dB at 1004 Hz

Automatic Number Identification (ANI) when dial-tone is present

Basic Rate ISDN and xDSL-I Capable Loops

No Load Coils, Opens, Grounds, Shorts, or Foreign Volts

Insertion Loss = \leq 40 dB at 40 kHz

Automatic Number Identification (ANI) when dial-tone is present

DS1 Capable Loops

No Load Coils, Opens, Grounds, Shorts, or Foreign Volts

DS3 Capable Loops

Continuity Testing

ADSL Compatible Loops

No Load Coils, Opens, Grounds, Shorts, or Foreign Volts

Insertion Loss = ≤ 41 dB at 196 kHz

Automatic Number Identification (ANI) when dial-tone is present

9.2.2.9.7 Project Coordinated Installation: A project coordinated installation permits CLEC to obtain a coordinated installation for Unbundled Loops with or without LNP, where CLEC orders Unbundled DS1 Capable, Unbundled DS3 Capable or twenty five (25) or more DS0 Unbundled Loops.

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

9.2.2.9.7.2 CLEC shall request a project coordinated installation by submitting a Local Service Request (LSR) and designating this order as a project coordinated installation in the remarks section of the LSR form.

9.2.2.9.7.3 CLEC will incur additional charges for the project coordinated installation dependent upon the coordinated time. The rates are based upon whether the request is within Qwest's normal business hours or Out Of Hours. Qwest normal business hours for Unbundled Loops are 8:00 a.m. to 5:00 p.m., Monday through Friday. The rates for coordinated installations are set forth in Exhibit A. Where LNP is included, see Section 10.2.5.4 for rate elements.

9.2.2.9.7.4 Qwest will schedule the appropriate number of employees prior to the cut, normally not to exceed four employees, based upon information provided by CLEC. If the Project Coordinated

Installation includes LNP, CLEC will also have appropriate personnel scheduled for the negotiated FDT. If CLEC's information is modified during the installation, and, as a result, non-scheduled employees are required, CLEC shall be charged a three (3) hour minimum callout charge per each additional non-scheduled employee. If the installation is either cancelled, or supplemented (supp) to change the Due Date, within twenty four (24) hours of the negotiated FDT, CLEC will be charged a one person three (3) hour minimum charge. For Project Coordinated Installations with LNP, if the Coordinated Installation is cancelled due to a Qwest error or a new Due Date is requested by Qwest, within twenty-four (24) hours of the negotiated FDT, Qwest may be charged by CLEC one person three (3) hour minimum charge as set forth in Exhibit A.

9.2.2.9.7.5 If CLEC orders Project Coordinated Installation with LNP and in the event the LNP conversion is not successful, CLEC and Qwest agree to isolate and fix the problem in a timeframe acceptable to CLEC or the Customer. If the problem cannot be corrected within an acceptable timeframe to CLEC or the Customer, CLEC may request the restoration of Qwest service for the ported Customer. Such restoration shall begin immediately upon request. If CLEC is in error then a supplemental order shall be provided to Qwest. If Qwest is in error, no supplemental order or additional order will be required of CLEC.

9.2.2.9.7.6 If CLEC orders project coordinated Installation with LNP, Qwest shall ensure that any LNP order activity requested in conjunction with a project coordinated installation shall be implemented in a manner that avoids interrupting service to the End User.

9.2.2.10 Multiplexing. Multiplexing is offered in DS3 to DS1 and DS1 to DS0 configurations. Except as specifically set forth in Section 9.2, CLEC may order multiplexing, including conversion from special access or private line circuits, for Unbundled Loops under the rates, terms and conditions for multiplexing of Enhanced Extended Loop (EEL) in Section 9.23.3.9 of this Agreement. The requirements with respect to providing a significant amount of local exchange traffic under Section 9.23.3.7 shall not apply to conversions to Unbundled Loop.

9.2.2.11 In order to properly maintain and modernize the network, Qwest may make necessary modifications and changes to Unbundled Loops, ancillary and Finished Services in its network on an as needed basis. Such changes may result in minor changes to transmission parameters. Changes that affect network Interoperability require advance notice pursuant to the Notices Section of this Agreement.

9.2.2.12 If there is a conflict between an End User (or its respective agent) and CLEC regarding the disconnection or Provisioning of Unbundled Loops, Qwest will advise the End User to contact CLEC, and Qwest will initiate contact with CLEC.

- a) Reserved for Future Use.
- b) Reserved for Future Use.

9.2.2.13 Facilities and lines Qwest furnishes on the premises of CLEC's End User

