

**Qwest Platform Plus™ (QPP™) Rate Page - Wyoming**

Code	Description	Code	Rate	Units
<b>109.8</b>	<b>Shared Trunking Purchased As Part of QPP™</b>			
109.8.1	Mass Market			
109.8.1.1	QPP™ Residential, Business, and PAL (Per MOU)		\$0.0011100	
109.8.1.2	QPP™ Central, ISDN BRI, and PBX Analog Trunks (Per Line/Trunk)	UGUFM	\$0.36	
<b>109.11</b>	<b>Local Switching Purchased As Part of QPP™</b>			
109.11.1	Mass Market Switching			
109.11.1.1	Ports			
109.11.1.1.1	Ports, Effective through December 31, 2004			
109.11.1.1.1.1	Analog Port		\$2.84	
109.11.1.1.1.2	Analog Port, Residential and user credit		\$0.00	1
109.11.1.1.1.3	Digital Port (Supporting BRI ISDN)		\$13.28	
109.11.1.1.1.4	PBX DID Port		\$3.11	
109.11.1.1.2	Ports, Effective January 1, 2005 through December 31, 2006			
109.11.1.1.2.1	Analog Port		\$4.16	
109.11.1.1.2.2	Analog Port, Residential and user credit		(\$0.35)	1
109.11.1.1.2.3	Digital Port (Supporting BRI ISDN)		\$14.78	
109.11.1.1.2.4	PBX DID Port		\$4.63	
109.11.1.1.3	Ports, Effective January 01, 2006 through December 31, 2006, if incentive thresholds ARE met			
109.11.1.1.3.1	Analog Port		\$4.27	
109.11.1.1.3.2	Analog Port, Residential and user credit		(\$0.21)	1
109.11.1.1.3.3	Digital Port (Supporting BRI ISDN)		\$14.89	
109.11.1.1.3.4	PBX DID Port		\$4.74	
109.11.1.1.4	Ports, Effective January 01, 2006 through December 31, 2006, if incentive thresholds ARE NOT met			
109.11.1.1.4.1	Analog Port		\$4.45	
109.11.1.1.4.2	Analog Port, Residential and user credit		(\$0.24)	1
109.11.1.1.4.3	Digital Port (Supporting BRI ISDN)		\$15.07	
109.11.1.1.4.4	PBX DID Port		\$4.92	
109.11.1.1.5	Ports, Effective January 01, 2007 through term, if incentive thresholds ARE met			
109.11.1.1.5.1	Analog Port		\$4.62	
109.11.1.1.5.2	Analog Port, Residential and user credit		(\$0.28)	1
109.11.1.1.5.3	Digital Port (Supporting BRI ISDN)		\$15.14	
109.11.1.1.5.4	PBX DID Port		\$4.99	
109.11.1.1.6	Ports, Effective January 01, 2007 through term, if incentive thresholds ARE NOT met			
109.11.1.1.6.1	Analog Port		\$4.73	
109.11.1.1.6.2	Analog Port, Residential and user credit		(\$0.29)	1
109.11.1.1.6.3	Digital Port (Supporting BRI ISDN)		\$15.35	
109.11.1.1.6.4	PBX DID Port		\$5.20	
109.11.1.2	Local Switch Usage			
109.11.1.2.1	QPP™ Residential, Business, and PAL (Per MOU)		\$0.00	
109.11.1.2.2	QPP™ Central, ISDN BRI, and PBX Analog Trunks (Per Line/Trunk)	UGUST	\$0.77	
109.11.1.3	Switch Features			2, 3
109.11.1.3.1	Account Codes - per system	AZIPS	\$81.55	
109.11.1.3.2	Attendant Access Line - per station line	DZR	\$1.18	
109.11.1.3.3	Audible Message Waiting	MGN, MWW	\$1.03	
109.11.1.3.4	Authorization Codes - per system	AFYPS	\$243.88	
109.11.1.3.5	Automatic Line	ETVPE	\$0.35	
109.11.1.3.6	Automatic Route Selection - Common Equip. per system	FSQPB	\$2,139.81	
109.11.1.3.7	Call Drop	NA-FID	\$0.25	
109.11.1.3.8	Call Exclusion - Automatic	HXB (ISDN)	\$1.03	
109.11.1.3.9	Call Exclusion - Manual	NA-FID (ISDN)	\$0.68	
109.11.1.3.10	Call Forwarding: Busy Line/Don't Answer Programmable Svc. Establishment	SEFFA	\$15.88	
109.11.1.3.11	Call Waiting Indication - per lining state	WUT	\$1.03	
109.11.1.3.12	CENTREX COMMON EQUIPMENT		\$1,229.35	
109.11.1.3.13	CF DONT ANSWER/CF BUSY CUSTOMER PROGRAMMABLE - PER LINE	FSW	\$1.03	
109.11.1.3.14	CFBL - Incoming Only	89B1X	\$28.65	
109.11.1.3.15	CFDA Incoming Only	93A	\$39.65	
109.11.1.3.16	CLASS - Call Tracs, Per Occurrence	NO USOC	\$2.37	
109.11.1.3.17	CMS - PACKET CONTROL CAPABILITY, PER SYSTEM	PTGPS	\$495.11	
109.11.1.3.18	CMS - SYSTEM ESTABLISHMENT - INITIAL INSTALLATION	MBEIX	\$290.23	
109.11.1.3.19	CMS - SYSTEM ESTABLISHMENT - SUBSEQUENT INSTALLATION	CPYWO	\$495.11	
109.11.1.3.20	Conference Calling - Meet Me	BAUPK	\$43.29	
109.11.1.3.21	Conference Calling - Preset	MOBPK	\$43.29	
109.11.1.3.22	Dir Svc Busy Lamp Fld per arrangement	BLD	\$0.35	
109.11.1.3.23	Directed Call Pickup with Barge-In	6MD	\$20.55	
109.11.1.3.24	Directed Call Pickup without Barge-In	69D	\$20.55	
109.11.1.3.25	Distinctive Ring/Distinctive Call Waiting	RNN	\$41.08	
109.11.1.3.26	Expensive Route Warning Tone- per system	AQW/PS	\$73.25	
109.11.1.3.27	Facility Restriction Level - per system	FRKPS	\$45.09	

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Code	Description	Code	Rate	Notes
109.11.1.3.28	Group Interops	GCN	\$0.48	
109.11.1.3.29	Hot Line - per line	HLA, HLN	\$1.03	
109.11.1.3.30	Hunting: Multiposition Hunt Queuing	MHG	\$39.35	
109.11.1.3.31	Hunting: Multiposition with Announcement in Queue	MHW	\$39.33	
109.11.1.3.32	Hunting: Multiposition with Music In Queue	MOHPS	\$41.63	
109.11.1.3.33	ISDN Short Hunt	INHGP	\$1.73	
109.11.1.3.34	Loudspeaker Paging - per trunk group	PTOPG	\$179.62	
109.11.1.3.35	Make Busy Arrangements - per group	AGAEX, P89	\$0.68	
109.11.1.3.36	Make Busy Arrangements - per line	MB1	\$0.68	
109.11.1.3.37	Message Center - per main station line	MFR	\$0.35	
109.11.1.3.38	Message Waiting Visual	MVS	\$0.35	
109.11.1.3.39	Music On Hold - per system	MH-IPS	\$23.58	
109.11.1.3.40	Privacy Releases	K7KPK	\$0.48	
109.11.1.3.41	Queue Time	QT1PK	\$0.35	
109.11.1.3.42	SMDR-P - ARCHIVED DATA	SROCX	\$180.69	
109.11.1.3.43	SMDR-P - SERVICE ESTABLISHMENT CHARGE, INITIAL INSTALLATION	SEPSR, SEPSR	\$346.80	
109.11.1.3.44	Station Camp-On Service - per main station	CPK	\$0.35	
109.11.1.3.45	Time of Day Control for ARS - per system	ATBPS	\$128.24	
109.11.1.3.46	Time of Day NCOS Update	AAT	\$0.55	
109.11.1.3.47	Time of Day Roaming - per line	ATBPS	\$0.52	
109.11.1.3.48	Trunk Verification from Designated Station	BVS	\$0.40	
109.11.1.3.49	UCD In hunt group - per line	BHM, H6U, NZT	\$0.68	
109.11.1.4	Other			
109.11.1.4.1	Custom Number			See Applicable Qwest Retail Tariff, Catalog or Price List less Discount (which will be provided pursuant to terms and conditions in CLEC's ICA); 8
109.11.1.4.3	PBX DID Complex Translations		\$14.64	
109.11.1.4.4	PBX DID Complex Translations		\$34.16	
109.11.1.4.5	PBX DID Block Composites		\$25.78	
109.11.1.4.6	PBX DID Group of 20 Numbers		\$34.30	
109.11.1.4.7	PBX DID Registry Sequential # Block		\$25.62	
109.11.1.4.8	PBX DID Registry		\$23.82	
109.11.1.4.9	PBX DID Nonsequential		\$35.88	
109.11.2	Subsequent Order Charge	NHCUJ	\$13.82	4
109.11.3	Qwest Corporation (QC) IntraLATA Toll, LRIC 5123			See Applicable Qwest Retail Tariff, Catalog or Price List less Discount (which will be provided pursuant to terms and conditions in CLEC's ICA); 8
109.20	Miscellaneous Charges			
109.20.1	Non-Design			5, 6
109.20.1.1	Trouble Isolation Charge (TIC)	LTESX		See Maintenance of Service, Basic, First Increment
109.20.1.2	Network Premises Work Charge - Basic/Normal hours, 1st increment	HRH 11		See Additional Labor - Other
109.20.1.3	Network Premises Work Charge - Basic/Normal hours, ea addtl increment	HRHA1		
109.20.2	Design			
109.20.2.1	Maintenance of Service			
109.20.2.1.1	Basic			
109.20.2.1.1.1	First Increment	MVWXX		See Maintenance of Service
109.20.2.1.1.2	Each Additional Increment	MVW1X		
109.20.2.1.2	Overtime			
109.20.2.1.2.1	First Increment	MVWOX		See Maintenance of Service
109.20.2.1.2.2	Each Additional Increment	MVW2X		
109.20.2.1.3	Premium			
109.20.2.1.3.1	First Increment	MVWPX		See Maintenance of Service
109.20.2.1.3.2	Each Additional Increment	MVW3X		
109.20.2.2	Optional Testing (Additional Labor)			
109.20.2.2.1	Basic, First and Each Additional Increment			
109.20.2.2.2	Overtime, First and Each Additional Increment	OTNBX		See Additional Labor - Other
109.20.2.2.3	Premium, First and Each Additional Increment	OTNOX OTNFX		
109.20.2.3	Dispatch (Additional Dispatch - No trouble found)	VT80C		See Additional Dispatch
109.20.2.4	Dispatch for Maintenance of Service - No Trouble Found	VT6DM		
109.20.3	Design and Non-Design			
109.20.3.1	Trip Charge - Premises Visit Charge	NRTCY		See Additional Dispatch
109.20.3.2	Premises Work Charge			
109.20.3.2.1	Basic			

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109.20.3.2.1.1	First Increment	HRD11		
109.20.3.2.1.2	Each Additional Increment	HRDA1		See Additional Labor - Other
109.20.3.2.2	Overtime			
109.20.3.2.2.1	First Increment	HRD12		See Additional Labor - Other
109.20.3.2.2.2	Each Additional Increment	HRDA2		
109.20.3.2.3	Transfers			
109.20.3.2.3.1	First Increment	HRD13		See Additional Labor - Other
109.20.3.2.3.2	Each Additional Increment	HRDA3		
109.20.3.3	Network Premium Work Charge			
109.20.3.3.1	Basic			
109.20.3.3.1.1	First Increment	HRH11		See Additional Labor - Other
109.20.3.3.1.2	Each Additional Increment	HRHA1		
109.20.3.3.2	Overtime			
109.20.3.3.2.1	First Increment	HRH12		See Additional Labor - Other
109.20.3.3.2.2	Each Additional Increment	HRHA2		
109.20.3.3.3	Premium			
109.20.3.3.3.1	First Increment	HRH13		See Additional Labor - Other
109.20.3.3.3.2	Each Additional Increment	HRHA3		
109.20.3.4	Date Change			\$10.50
109.20.3.5	Destination Change			\$75.52
109.20.3.6	Expense Change			ICB 7
109.20.3.7	Cancellation Charge			ICB 7
109.23	Qwest Platform Plus™ (QPP™)			
109.23.1	Conversion Nonrecurring Charges			
109.23.1.1	QPP™ Business, Centrex, PABX, and PBX Analog non-DID Trunks, Residential			
109.23.1.1.1	First Line (Mechanized)	URCCU		\$0.59
109.23.1.1.2	Each Additional Line (Mechanized)	URCCY		\$9.14
109.23.1.1.3	First Line (Manual)	URCCV		\$15.50
109.23.1.1.4	Each Additional Line (Manual)	URCCZ		\$2.77
109.23.1.2	QPP™ PBX DID Trunks			
109.23.1.2.1	First Trunk	URCCD		\$25.34
109.23.1.2.2	Each Additional			\$3.19
109.23.1.3	QPP™ ISDN B/R	URCCU		
109.23.1.3.1	First			\$27.23
109.23.1.3.2	Each Additional			\$3.19
109.23.2	Installation Nonrecurring Charges			
109.23.2.1	QPP™ Business, Centrex, PABX, and PBX Analog non-DID Trunks, Residential			
109.23.2.1.1	First Line (Mechanized)	NHCRA		\$54.62
109.23.2.1.2	Each Additional Line (Mechanized)	NHCRC		\$14.23
109.23.2.1.3	First Line (Manual)	NHCRB		\$84.05
109.23.2.1.4	Each Additional Line (Manual)	NHCRD		\$18.69
109.23.2.2	QPP™ Analog DID PBX Trunks			\$182.60
109.23.2.3	QPP™ ISDN B/R			\$318.38
109.23.3	Qwest AIN Features		See Applicable Qwest Retail Tariff, Catalog or Price List less Discount (which will be provided pursuant to terms and conditions in CLEC's ICA).	8
109.23.4	Qwest DSL		See Applicable Qwest Retail Tariff, Catalog or Price List less Discount (which will be provided pursuant to terms and conditions in CLEC's ICA).	8
109.23.5	Qwest Voice Messaging Services		See Applicable Qwest Retail Tariff, Catalog or Price List less Discount	8
112.0	Operational Support Systems			
112.0.1	Developments and Enhancements, per Order		No Charge at this time	7
112.0.2	Ongoing Maintenance, per Order		No Charge at this time	7
112.0.3	Daily Usage Records File, per Record		\$0.001062	

**Notes**

1 Monthly Recurring credit applies to QPP™ Residential Services as set forth in Service Exhibit 1 to this Agreement.

2 QPP™ service includes nondiscriminatory access to all vertical switch features that are loaded in Qwest's End Office Switch. See the PCAT for all compatible and available vertical switch features. Only vertical switch features with Non-Recurring, Recurring, or Per Occurrence charges are listed. Non-Recurring charges are applicable whenever a feature is added - whether on new installation, conversion, or change order activity. Those vertical switch features not listed have a rate of \$0 for Monthly Recurring. Non-

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Recurring, or Per Occurrence charges.

- 3 Qwest has provided USOCs for listed vertical switch features. Should MCI disagree with the association of USOC(s) and listed vertical switch feature descriptions, MCI and Qwest agree to convene by July 30, 2004 to negotiate corrections.
- 4 The Subsequent Order Charge is applicable on a per order basis when changes are requested to existing service, including changing a telephone number, billing or removing Suspension of Service, denying or restoring service, adding, removing, or changing features, and other similar requests.
- 5 QPP™ ISDN BRI and PBX are "Design". Remaining QPP™ services are "Non-Design".
- 6 All charges and increments shall be the same as the comparable charges and increments in each state SGAT.
- 7 Qwest and MCI agree to negotiate a charge in good faith. The Parties agree that the charges are intended to allow Qwest to recover its relevant costs and will be an approved charge.
- 8 Where the service has been deemed to be a Telecommunications Service, the Discount will be provided pursuant to CLEC's ICA. Where the service is not a Telecommunications Service, the discount will be 18%.

## Qwest Platform Plus™ (QPP™) Rate Page - Port Rate Increases

The price of the port will be increased by the amounts indicated effective on the dates set forth below.

	<b>QPP™ Residential Port Rate Increases If Incentive Thresholds Are Met:</b>			<b>QPP™ Residential Port Rate Increases If Incentive Thresholds are NOT met:</b>		
	01/01/05	01/01/06	01/01/07	01/01/05	01/01/06	01/01/07
AZ	\$1.56	\$1.89	\$2.16	\$1.56	\$2.10	\$2.40
CO	\$2.34	\$2.84	\$3.24	\$2.34	\$3.15	\$3.60
ID	\$1.17	\$1.42	\$1.62	\$1.17	\$1.58	\$1.80
IA	\$1.17	\$1.42	\$1.62	\$1.17	\$1.58	\$1.80
MN	\$2.34	\$2.84	\$3.24	\$2.34	\$3.15	\$3.60
MT	\$1.17	\$1.42	\$1.62	\$1.17	\$1.58	\$1.80
NE	\$1.17	\$1.42	\$1.62	\$1.17	\$1.58	\$1.80
NM	\$1.56	\$1.89	\$2.16	\$1.56	\$2.10	\$2.40
ND	\$1.17	\$1.42	\$1.62	\$1.17	\$1.58	\$1.80
OR	\$1.17	\$1.42	\$1.62	\$1.17	\$1.58	\$1.80
SD	\$1.17	\$1.42	\$1.62	\$1.17	\$1.58	\$1.80
UT	\$1.56	\$1.89	\$2.16	\$1.56	\$2.10	\$2.40
WA	\$1.56	\$1.89	\$2.16	\$1.56	\$2.10	\$2.40
WY	\$1.17	\$1.42	\$1.62	\$1.17	\$1.58	\$1.80

	<b>QPP™ Business Port Rate Increases If Incentive Thresholds Are Met:</b>			<b>QPP™ Business Port Rate Increases If Incentive Thresholds Are NOT Met:</b>		
	01/01/05	01/01/06	01/01/07	01/01/05	01/01/06	01/01/07
AZ	\$2.70	\$4.35	\$6.26	\$2.70	\$4.83	\$6.96
CO	\$2.70	\$4.35	\$6.26	\$2.70	\$4.83	\$6.96
ID	\$2.70	\$3.41	\$4.38	\$2.70	\$3.79	\$4.87
IA	\$2.70	\$3.73	\$5.02	\$2.70	\$4.14	\$5.58
MN	\$2.70	\$4.35	\$6.26	\$2.70	\$4.83	\$6.96
MT	\$2.70	\$3.41	\$4.38	\$2.70	\$3.79	\$4.87
NE	\$2.70	\$4.35	\$6.26	\$2.70	\$4.83	\$6.96
NM	\$2.70	\$3.10	\$3.76	\$2.70	\$3.44	\$4.18
ND	\$2.70	\$4.35	\$6.26	\$2.70	\$4.83	\$6.96
OR	\$2.70	\$3.10	\$3.76	\$2.70	\$3.44	\$4.18
SD	\$2.70	\$4.35	\$6.26	\$2.70	\$4.83	\$6.96
UT	\$2.70	\$3.41	\$4.38	\$2.70	\$3.79	\$4.87
WA	\$2.70	\$4.35	\$6.26	\$2.70	\$4.83	\$6.96
WY	\$1.52	\$1.63	\$1.88	\$1.52	\$1.81	\$2.09

**EXHIBIT WC-3**

**AMENDMENT TO INTERCONNECTION AGREEMENT FOR ELIMINATION OF UNE-P AND  
IMPLEMENTATION OF BATCH HOT CUT PROCESS AND DISCOUNTS  
between  
Qwest Corporation and MCImetro Access Transmission Services, LLC  
for the State of North Dakota**

This Agreement is entered into by and between Qwest Corporation ("Qwest"), a Colorado corporation, and MCImetro Access Transmission Services, LLC ("MCI") effective as of the Effective Date, defined below. Qwest and MCI shall be known jointly as the "Parties".

**RECITALS**

WHEREAS, MCI adopted Qwest's statement of generally available terms as its interconnection agreement (the "ICA") for services in the state of North Dakota; and

WHEREAS, the Parties may during the Term of this Amendment enter into new interconnection agreement(s) and/or amend existing interconnection agreement(s);

WHEREAS, MCI previously purchased on an unbundled basis from Qwest certain combinations of network elements, ancillary functions, and additional features, including without limitation the local loop, port, switching, and shared transport combination commonly known as unbundled network element platform ("UNE-P");

WHEREAS such UNE-P arrangements were previously obtained by MCI under the terms and conditions of certain interconnection agreements including without limitation in certain states Qwest's statement of generally available terms;

WHEREAS both MCI and Qwest acknowledge certain regulatory uncertainty in light of the DC Circuit Court's decision in United States Telecom Association v. FCC, 359 F.3d 554 (March 2, 2004), with respect to the future existence, scope, and nature of Qwest's obligation to provide such UNE-P arrangements under the Communications Act (the "Act");

WHEREAS to address such uncertainty and to create a stable arrangement for the continued availability to MCI from Qwest of services technically and functionally equivalent to the June 14, 2004 UNE-P arrangements the parties have contemporaneously entered into a Master Service Agreement for the provision of Qwest Platform Plus™ service (the "QPP™ MSA"); and

WHEREAS, the Parties have agreed to the following terms and conditions which during the Term of this Amendment are intended to supplement in part and supercede in part the terms and conditions of their existing interconnection agreement and any new interconnection agreements they may enter into.

**AGREEMENT**

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

**Section 1.0 – Definitions**

"Batch Hot Cut" refers to a hot cut performed pursuant to the Batch Hot Cut Process described in Attachment A.

"Individual Hot Cut" refers to a hot cut that is not performed pursuant to a batch process.

## **Section 2.0 – General Terms and Conditions**

2.1 **Effective Date.** This Amendment shall become effective on July 16, 2004 ("Effective Date").

2.2 **Term.** The term of this Amendment shall begin on the Effective Date and shall remain in effect through July 31, 2008. At any time within 6 months prior to expiration of the Amendment either Party may provide notice of renegotiation. Upon mutual agreement, the term of the Amendment may be extended upon the same terms and conditions for no more than one (1) six month extension period. If the QPP MSA is terminated (for reasons other than material breach by MCI) with respect to a particular state, this Amendment shall, by its own terms and notwithstanding any requirement that subsequent modifications or amendments be in writing signed by both Parties, automatically be terminated in that state, and MCI shall be free thereafter to pursue any available means to purchase UNE-P or equivalent services from Qwest.

2.3 **Scope of Amendment.** The provisions of this Amendment are intended to amend and supercede those provisions of MCI's existing and all future interconnection or other agreements only as they relate to the offering of unbundled mass market switching or unbundled enterprise switching and unbundled shared transport in combination with other network elements as part of the unbundled network element platform, and Batch Hot Cuts, as defined below (collectively, the "Services"). The Services and related terms and conditions described in this Agreement are applicable only in Qwest's incumbent LEC service territory in the states of Arizona, Colorado, Idaho, Iowa, Minnesota, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington and Wyoming.

2.4 **Existing Rules.** The provisions in this Amendment are intended to be in compliance with and based on the existing state of the law, rules, regulations and interpretations thereof, including but not limited to Federal rules, regulations, and laws, as of June 17, 2004 (the "Existing Rules"). Nothing in this Agreement shall be deemed an admission by Qwest or MCI concerning the interpretation or effect of the Existing Rules or an admission by Qwest or MCI that the Existing Rules should not be changed, vacated, dismissed, stayed or modified. Nothing in this Amendment shall preclude or estop Qwest or MCI from taking any position in any forum concerning the proper interpretation or effect of the Existing Rules or concerning whether the Existing Rules should be changed, vacated, dismissed, stayed or modified.

2.5 **Change of Law.** If a change in law, rule, or regulation materially impairs a party's ability to perform or obtain a benefit under this Amendment, both parties agree to negotiate in good faith such changes as may be necessary to address such material impairment.

2.6 **Regulatory Approval.** In the event the FCC, a state commission or any other governmental authority or agency rejects or modifies any material provision in this Amendment, either party may immediately upon written notice to the other Party terminate this Amendment and the QPP MSA.

2.7 **Entire Agreement.** This Amendment (including all Exhibits) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of this Amendment and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, including but not limited to, any term sheet or memorandum

of understanding entered into by the Parties, to the extent they relate in any way to the subjects of this Amendment.

### **Section 3.0 – Batch Hot Cut Terms and Conditions**

**3.1 Individual Hot Cuts.** All hot cuts, except for those hot cuts performed pursuant to a batch process, will be provided by Qwest to MCI at the rates, terms and conditions set forth in MCI's interconnection agreement.

**3.2 Batch Hot Cut Process.** Upon deployment of the Batch Hot Cut Status Tool and amendment of Appointment Scheduler to accommodate Batch Hot Cut orders, Qwest shall provide Batch Hot Cuts to MCI upon the rates, terms and conditions set forth in this Agreement. The Parties agree to follow the Batch Hot Cut Process described in Attachment A. MCI agrees to use commercially reasonable efforts to use the Batch Hot Cut Process under this Agreement even in states in which the Individual Hot Cut rate is lower than the Batch Hot Cut Rate.

**3.3 Batch Hot Cut Rates:** The base Batch Hot Cut price is \$27.50 per line unless the incentive thresholds below are met. If the number of MCI's QPP™ lines as of October 31, 2005 equals or exceeds 90% of the sum of MCI's QPP™ and UNE-P lines as of October, 31, 2004, the Batch Hot Cut rate for MCI will be reduced to \$23 per line for Batch Hot Cuts performed during the time period from January 1, 2006 through December 31, 2006. If the number of MCI's QPP™ lines as of October 31, 2006 equals or exceeds 90% of the sum of MCI's QPP™ and UNE-P lines as of October, 31, 2005, the Batch Hot Cut rate for MCI will be reduced to \$18.50 per line for Batch Hot Cuts performed during the time period from January 1, 2007 through end of the term of this Amendment. For purposes of this section, the number of QPP™ lines and the sum of QPP™ and UNE-P lines shall be calculated on a nationwide basis that includes all states in which this Amendment is in effect.

**3.4 Batch Hot Cut Rate Adjustment:** If after the Effective Date, for a state in which the Individual Hot Cut rate is higher than the Batch Hot Cut Rates under this Amendment (inclusive of the discounts set forth in Section 3.3) as of the Effective Date, the rate for Individual Hot Cuts in such state is subsequently lowered below the Batch Hot Cut Rates contained in this Amendment (inclusive of the discounts set forth in Section 3.3), then the Batch Hot Cut rates under this Amendment (including the discounted rates set forth in Section 3.3) that are higher than the newly-lowered state rate for Individual Hot Cuts will be automatically adjusted downward prospectively (with such new rates being implemented for MCI region-wide for all fourteen states) by an amount equal to the difference in the newly-lowered state Individual Hot Cut rate and each higher Batch Hot Cut Rate under this Amendment multiplied by the percentage of Qwest local service lines in that state compared to the total number of Qwest in-region local service lines.

**Example 1:** The individual hot cut rate in Arizona is lowered from the current TELRIC rate to \$30.00 per line. Because \$30.00 is higher than the Batch Hot Cut Rates under this Amendment, there would be no adjustment.

**Example 2:** The individual hot cut rate in Montana is lowered on January 1, 2006 from the current TELRIC rate to \$20.00 per line. The \$27.50 and \$23.00 Batch Hot Cut Rates (but not the \$18.50 rate) shall be reduced effective January 1, 2006 as follows.

**New lowered Batch Hot Cut Rate = \$27.50 - ((\$27.50 - \$20.00) x (Number of Qwest local service lines in Montana / Total number of Qwest local service lines in Qwest's fourteen state territory))**

New lowered Batch Hot Cut Rate = \$23.00 - ((\$23.00 - \$20.00) x (Number of Qwest local service lines in Montana / Total number of Qwest local service lines in Qwest's fourteen state territory))

3.5 **Batch Hot Cut Tools.** Qwest is in the process of developing a Batch Hot Cut Scheduling Tool and a Batch Hot Cut Status Tool. MCI understands that these Tools will not be available until IMA 16.0 is released and MCI will not be able to submit requests for Batch Hot Cuts until IMA 16.0 is released. Qwest shall use best reasonable commercial efforts to release IMA 16.0 by December 31, 2004. The Batch Hot Cut Scheduling Tool will be enhanced in a future IMA release if and to the extent the enhancement is supported by the CLEC community. If approved, the enhancement will include the ability to reserve due dates for IDLC in cumulative batches of no more than 40 IDLC loops per state per day. Qwest and MCI agree to support as a high priority the enhancement for IDLC inclusion in the Batch Hot Cut Scheduling Tool and will work this through the systems prioritizations procedures in the Qwest Wholesale Change Management Process. Qwest and MCI will rank this enhancement change request within the top twenty-five percent (25%) of all change requests to be prioritized through the Qwest Wholesale Change Management Process when this change request is prioritized. The Parties agree to the following service assurance approach for these Tools:

3.5.1 **Batch Hot Cut Scheduling Tool Availability.** To the extent that there is a systems failure that exceeds 48 hours and creates an inability to request a Batch Hot Cut, Qwest will work in good faith with MCI to develop a negotiated settlement with respect to the cost difference between the Qwest QPP™ monthly recurring charge (MRC) and the Unbundled Loop MRC times the number of days that MCI was unable to order a Batch Hot Cut. Settlement discussions would be initiated upon the written request of MCI.

3.5.2 **Batch Hot Cut Status Tool System Refresh Timeliness.** After the deployment of the Batch Hot Cut Status Tool, Qwest and MCI will work cooperatively to review the system logic and processes in an effort to determine an appropriate measurement approach. The parties agree to take the least-cost approach to capture this performance experience.

3.6 The Batch Hot Cut pricing provisions in this Amendment are subject to the following conditions:

A. Integrated Digital Loop Carrier ("IDLC") is not a part of the standard Batch Hot Cut process. However, the pricing for Batch Hot Cuts will apply to IDLC loops. IDLC loops will be batched together in quantities of no more than 40 IDLC loops per state, per day.

B. Line Splitting to Loop Splitting conversions can be included the Batch Hot Cut process at the same pricing for Batch Hot Cuts stated above. For purposes of this Section, a line splitting to loop splitting conversion means a conversion from Qwest as the switch provider to a CLEC switch provider where the data or DLEC provider and the loop remain the same.

C. Batch Hot Cut limits are in effect as established in the Batch Hot Cut Process described in Attachment A.

#### **Section 4.0 – Removal of UNE-P, Enterprise and Mass Market Switching and Shared Transport from Interconnection Agreement(s)**

4.1 **Agreement Not to Order.** During the term of this Agreement Qwest shall not offer or provide to MCI, and MCI shall not order or purchase from Qwest, unbundled mass market switching, unbundled enterprise switching or unbundled shared transport, in combination with other network elements as part of the unbundled network element platform ("UNE-P"), out of its

existing interconnection agreement(s) with Qwest, a Qwest SGAT or any other interconnection agreement governed by 47 U.S.C. §§251 and 252 that MCI or one of its affiliates may in the future enter into with Qwest and MCI waives any right under applicable law in connection therewith. Notwithstanding the foregoing, nothing in this Section shall prevent Qwest from offering or providing QPP™ services to MCI or MCI from ordering or purchasing QPP™ services from Qwest. The agreement not to order UNE-P services embodied in this Section shall remain in effect for the Term of this Amendment, and for the avoidance of doubt, shall no longer be binding on MCI or otherwise enforceable in a particular state if the QPP MSA is terminated as to that state (other than for reason of material breach by MCI).

**Section 5.0 Other Terms and Conditions of Interconnection Agreements**

5.1 Other Interconnection Terms. This Amendment is not intended to alter, adjust or extend existing interconnection arrangements between Qwest and MCI except as expressly set forth herein and all such other interconnection arrangements and related terms and conditions shall remain in full force and effect.

5.2 MCI may use Qwest's Directory Assistance Services or operator services and may arrange to provide access to its own, or to a third party's, directory assistance or operator services platform. Qwest Branded Operator Services and Directory Assistance may be purchased by MCI pursuant to the terms of the applicable ICA, SGAT, or tariff. MCI Branded Operator Services and Directory Assistance will also be available from Qwest using Originating Line Number Screening ("OLNS"). Qwest will provide MCI nondiscriminatory access to Qwest's directory assistance listings.

5.3 Line splitting will be available for loops provided pursuant to the ICA, such that MCI may provide DSL service using the high-frequency portion of such a loop and a MCI-provided splitter, or MCI may contract with a third-party CLEC to provide such DSL service to an MCI End User Customer over the high frequency portion of the loop. The loop pre-qualification, ordering, provisioning, repair, maintenance and other support functions and services to support MCI's use of line splitting in connection with loops shall be provided as set forth in the ICA.

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

**MCI metro Access Transmission Services, LLC**

  
Signature

MICHAEL A. BEACH  
Name Printed/Typed

VICE PRESIDENT  
Title

7/16/04  
Date

**Qwest Corporation**

\_\_\_\_\_  
Signature

L. T. Christensen  
Name Printed/Typed

Director - Interconnection Agreements  
Title

\_\_\_\_\_  
Date

existing interconnection agreement(s) with Qwest, a Qwest SGAT or any other interconnection agreement governed by 47 U.S.C. §§251 and 252 that MCI or one of its affiliates may in the future enter into with Qwest and MCI waives any right under applicable law in connection therewith. Notwithstanding the foregoing, nothing in this Section shall prevent Qwest from offering or providing QPP™ services to MCI or MCI from ordering or purchasing QPP™ services from Qwest. The agreement not to order UNE-P services embodied in this Section shall remain in effect for the Term of this Amendment, and for the avoidance of doubt, shall no longer be binding on MCI or otherwise enforceable in a particular state if the QPP MSA is terminated as to that state (other than for reason of material breach by MCI).

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

**MCI metro Access Transmission Services, LLC**

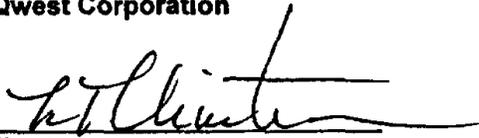
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Signature

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Name Printed/Typed

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Qwest Corporation**

  
\_\_\_\_\_  
Signature

**L. T. Christensen**  
\_\_\_\_\_  
Name Printed/Typed

**Director - Interconnection Agreements**  
\_\_\_\_\_  
Title

**7/16/04**  
\_\_\_\_\_  
Date

## **Attachment A: Batch Hot Cut Process**

The Batch Hot Cut (BHC) installation option permits MCI to migrate existing defined analog services to a two or four (2/4) wire analog Unbundled Loop in those instances where existing facilities currently serving the end-user customer can be reused without requiring a field technician dispatch. Except as defined below, existing analog services provisioned over Integrated Digital Loop Carrier (IDLC) or originating out of a Remote Switching Unit (RSU) and terminating on an exchange (EX) cable are not eligible for the BHC because the dispatch of a field technician would be required. In addition, the coordination provisioning options for unbundled loops are not available when using the BHC process.

A. The BHC process is available to migrate to unbundled loops from the following services whether they be in Qwest retail, Qwest resale, Qwest UNE-P, or Qwest Platform Plus™ (QPP™) formats: Residential POTS, Business POTS, Centrex 21, Centrex Plus/Centron, Analog DID, and public access lines.

1. The BHC process is also available to convert a line split loop as defined in Section 9.21 of Qwest's SGAT using one of the aforementioned types of UNE-P or QPP™ lines to a loop splitting arrangement. This option will be made available upon the development of systems upgrade to accommodate such a request. Qwest will use best reasonable commercial efforts to deploy this capability by December 31, 2004 coincident with IMA release 16.0.

2. A modified BHC process can be used to transition loops currently provisioned over IDLC. In that circumstance, the IDLC batch must be made up exclusively of lines currently provisioned over IDLC, and identified and designated as such by MCI using one of Qwest's loop qualification tools. In those circumstances, the IDLC batch will consist of no more than 40 loops per state per day. Qwest's scheduling tool will be enhanced in a future IMA release if and to the extent the enhancement is supported by the CLEC community. If approved, the enhancement will include the ability to reserve due dates for IDLC in cumulative batches of no more than 40 IDLC loops per state per day. Qwest and MCI agree to support as a high priority the enhancement for IDLC inclusion in the scheduling tool and will work this through the systems prioritizations procedures in the Qwest Wholesale Change Management Process. Qwest and MCI will rank this enhancement change request within the top twenty-five percent (25%) of all change requests to be prioritized through the Qwest Wholesale Change Management Process when this change request is prioritized.

B. Except as set forth above for IDLC batches, the BHC must be for a minimum of twenty-five (25) Unbundled Loops per CLEC per Central Office and a maximum of one hundred (100) Unbundled Loops among all CLECs per Central Office per day. There is also a fourteen state region-wide maximum for all CLECs of two thousand five hundred (2,500) loops per day for all of Qwest's Central Offices.

C. The BHC option is available during standard unbundled loop business days, which are defined in the Provisioning and Installation Procedural PCAT. The due date for the BHC process is set by a standard seven (7) business day installation interval.

Qwest will complete provisioning of the loops associated with a particular batch between 3:00 a.m. and 11:00 a.m. local time on the due date.

D. Before MCI submits any orders for unbundled loops using the BHC process, MCI and Qwest agree to schedule a meeting in order to create a MCI specific migration plan, if such plan is required. The migration plan shall include CO by CO prioritization, volumes by CO, overall timeframe of migration to be agreed upon between MCI and Qwest. The jointly developed MCI migration plan will be assigned a priority based upon its creation date in the event multiple CLECs contend for batch hot cuts in similar geographies and exceed volume thresholds as defined in Section B above. Upon mutual agreement, the priority assigned to all or part of the jointly developed MCI migration plan may change. In this event, Qwest will coordinate with all parties to create an overall migration plan that considers everyone's priorities and expectations.

1. If MCI and Qwest are unable to reach a consensus on the migration plan, any affected party shall have the right to appeal the migration plan to the State Commission, and to seek expedited relief.
2. Once the migration plan is completed, the migration date for MCI's requests included in the BHC is established by MCI through the use of the appointment scheduling tool. All requests submitted in the appointment scheduling tool will be processed on a first come, first served basis until the Central Office maximum volume of one hundred (100) Unbundled Loop migrations per day is reached or the two thousand five hundred (2,500) region-wide per day maximum BHC volume is reached. However, if MCI is found to have submitted orders that materially alter the agreed upon migration plan, and such order submission precludes another CLEC from submitting orders set forth in its migration plan, MCI's requests can be limited within the scheduling tool in order to allow space for other CLEC orders.
  - a. Requests beyond the Central Office or the region-wide maximum volume will be scheduled for the next available Due Date.
  - b. If MCI is unable to reach the minimum volume of twenty-five (25) Unbundled Loop migrations required for a BHC per Central Office, MCI may reschedule its BHC request to a Due Date when the minimum volume can be met (subject to the migration plans of other CLECs). If MCI is unable to meet the minimum volume requirement, MCI may select an alternate Due Date utilizing any of the other six (6) installation options for each individual request.
3. MCI shall request BHC installation by designating a "B" on its LSR in the CHC field.
4. The Provisioning interval for the BHC is seven (7) business days.
  - a. MCI agrees to have dial tone present on its CFA by 12:00 a.m. (midnight) local time on the first business day following order submittal.
  - b. Qwest will complete pre-wire of the lines included in the batch (other than IDLC batches) on either the second or third business day of

the Provisioning interval unless Qwest finds no dial tone or if the dial tone is defective (e.g., reversal or wired to the wrong MCI office equipment) on the pre-wire date. During this time frame if a jeopardy exists, Qwest will notify MCI of the jeopardy via the BHC Status Tool. During this time frame if a jeopardy exists, MCI will commit to correct the no dial tone condition and have dial tone available to Qwest by 3:00 a.m. local time on the order Due Date. If CFA changes are required, MCI will submit a supplement to the LSR by 12:00 p.m. (noon) local time on the fourth business day of the standard interval. If MCI dial tone is not available or is defective on the Due Date, Qwest will place MCI's order in jeopardy status and require MCI to supplement the LSR to establish a new Due Date using either a new batch or using a different installation option.

1. If the jeopardy causes the number of lines in the batch to drop below twenty (20) lines, Qwest reserves the right to reject the entire batch and to place all lines associated with the BHC order into jeopardy status.

2. All related lines to the order placed into jeopardy (e.g. related lines in a business or in a hunt group) shall also be placed into jeopardy status.

c. On both the pre-wire date (as noted above) as well as the lift and lay date (the Due Date), Qwest will test for MCI dial tone and ANI the line to ensure that MCI's dial tone is working properly. On the Due Date, if the correct telephone number is working on MCI's facilities, Qwest will monitor the line and perform the lift and lay. The lift and lay removes MCI's End User Customer line from the Qwest End Office Switch and migrates the End User Customer's line to MCI's Switch. Once MCI has received notification via the BHC status tool, that a line has been migrated, MCI will have two (2) hours to request that the Unbundled Loop be restored back to its original state. The restoration shall begin immediately upon request by MCI. No response from MCI indicates acceptance of the order completion, and Qwest will proceed to disconnect the original service. If MCI requests removal from the batch, MCI must issue a new or supplemental LSR to reinitiate the provisioning process for the line(s) in question.

d. Qwest will provision the lines in the batch in the order that makes the most economic sense for Qwest. MCI will not be able to dictate the order in which the lines will be provisioned, except that multiple lines for a single customer in a single location (including hunt groups) ordered on the same LSR will be provisioned together.

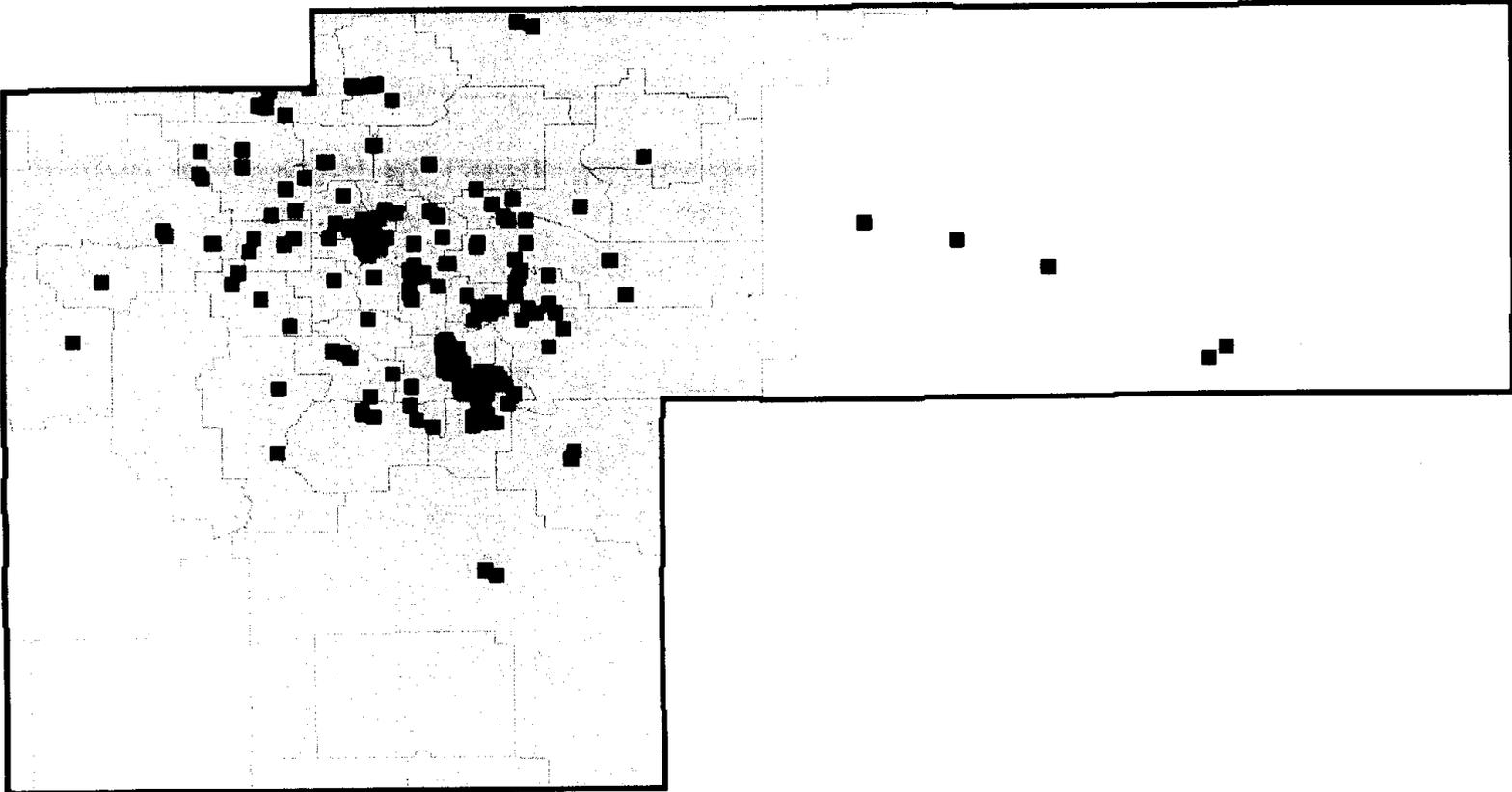
E. The Batch Status Tool will provide MCI with the current status of its BHC requests for any given central office on an individual line-by-line basis. The Batch Status Tool will return a display that will list status changes on BHC orders occurring for that day. The display will provide the affected telephone numbers, order numbers, related order numbers, CFA, and PON number associated with the BHC requested. Subsequent changes to the status of any order will be noted in the Batch Status Tool. The Batch Status Tool will provide, on the day of the cut, the start time and the

completion time on a line-by-line basis. If MCI is interested in capturing the exact moment the conversion work is completed, MCI's current switch should have the capability to capture ("trap") the conversion and issue and request to have the subscription submitted for number porting.

1. Currently, Qwest's BHC Status Tool and amendments to Appointment Scheduler to account for the BHC process are scheduled for deployment on October 18, 2004. Such tools will not be available before that date. The BHC process will not be available as a provisioning option until these tools are deployed.
2. If there is a delay in deployment of these tools, MCI will be notified using the existing Change Management processes.
3. Once deployed, MCI must use the Batch Status Tool and Appointment Scheduler to utilize the BHC process.
4. The Batch Hot Cut process defined here will not be in effect until the Batch Status Tool and Appointment Scheduler are developed, tested, and deployed.
5. The IDLC modified batch process will be excluded from the batch scheduling tool until the time when systems modifications and enhancements, in a future IMA release, are in place. However, IDLC conversions will be handled on an exception basis using the manual methods until the time when these modifications and enhancements are in place.

# **ATTACHMENT 4**

Denver, CO – MSA\*\*



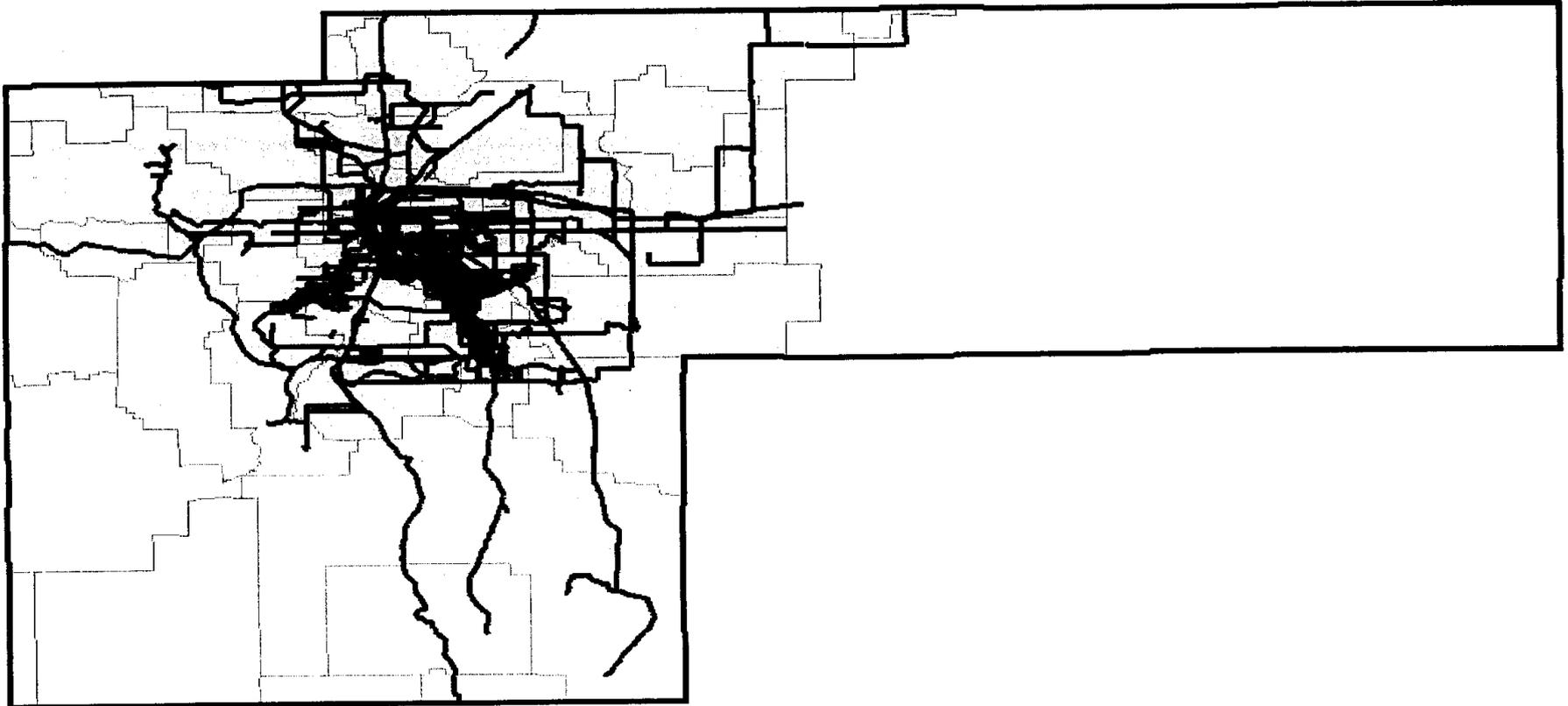
**Known CLEC Lit Buildings**

 Known CLEC Lit Buildings	 Qwest Wire Centers Served by Known CLEC Fiber
 Qwest Service Territory with Wire Center Boundaries*	 Non-Qwest Service Territory

\*Qwest offers Special Access throughout its territory  
\*\*Information Based on Current Census/GIS Data

Figure – A

# Denver, CO – MSA\*\*



## MSA Wire Centers Served by Known CLEC Fiber

— Competitive Fiber

□ Qwest Service Territory with Wire  
Center Boundaries\*



Qwest Wire Centers Served by Known CLEC Fiber

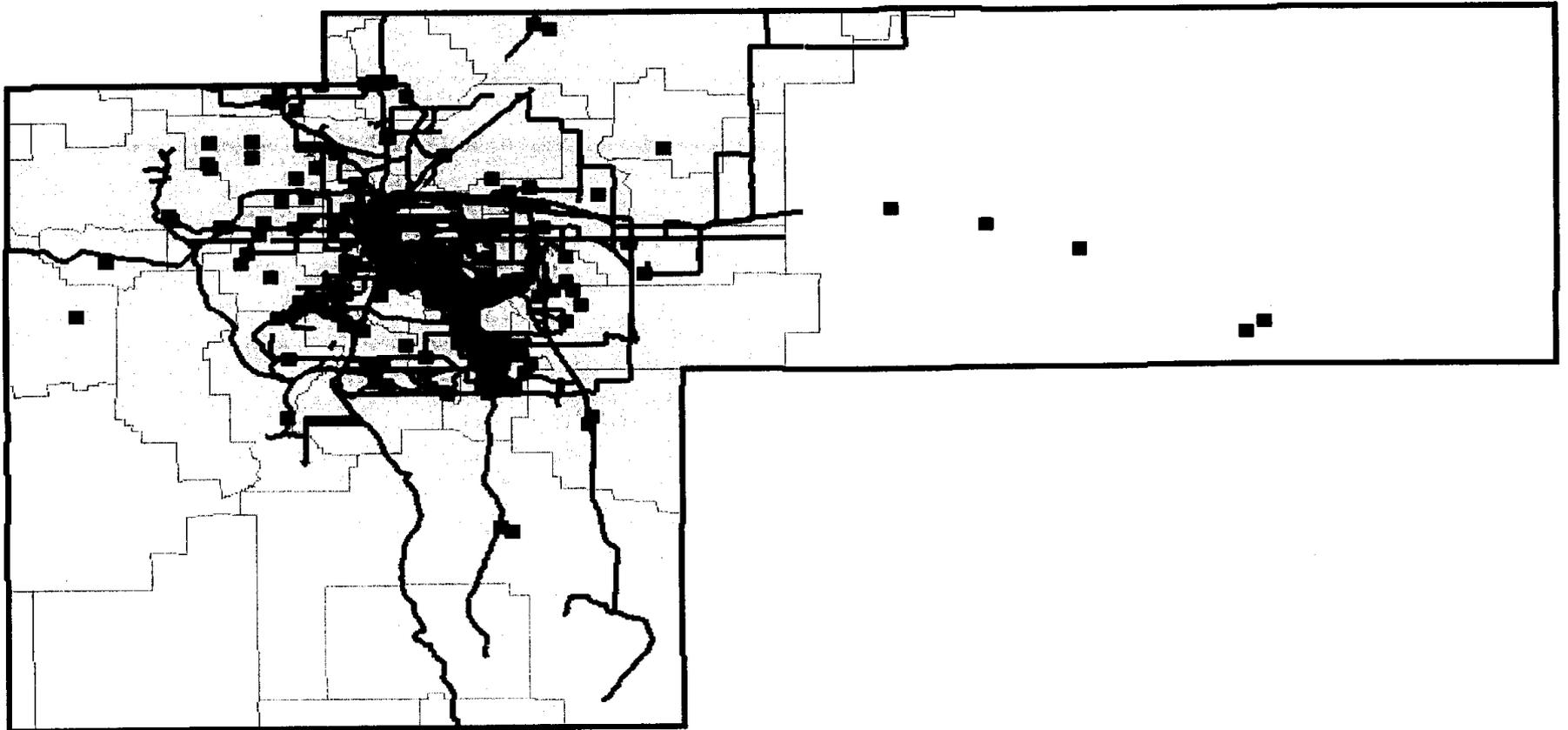


Non-Qwest Service Territory

\*Qwest offers Special Access throughout its territory

\*\*Information Based on Current Census/GIS Data

# Denver, CO – MSA\*\*



## MSA Wire Centers served with Known CLEC Fiber and Known CLEC Lit Buildings

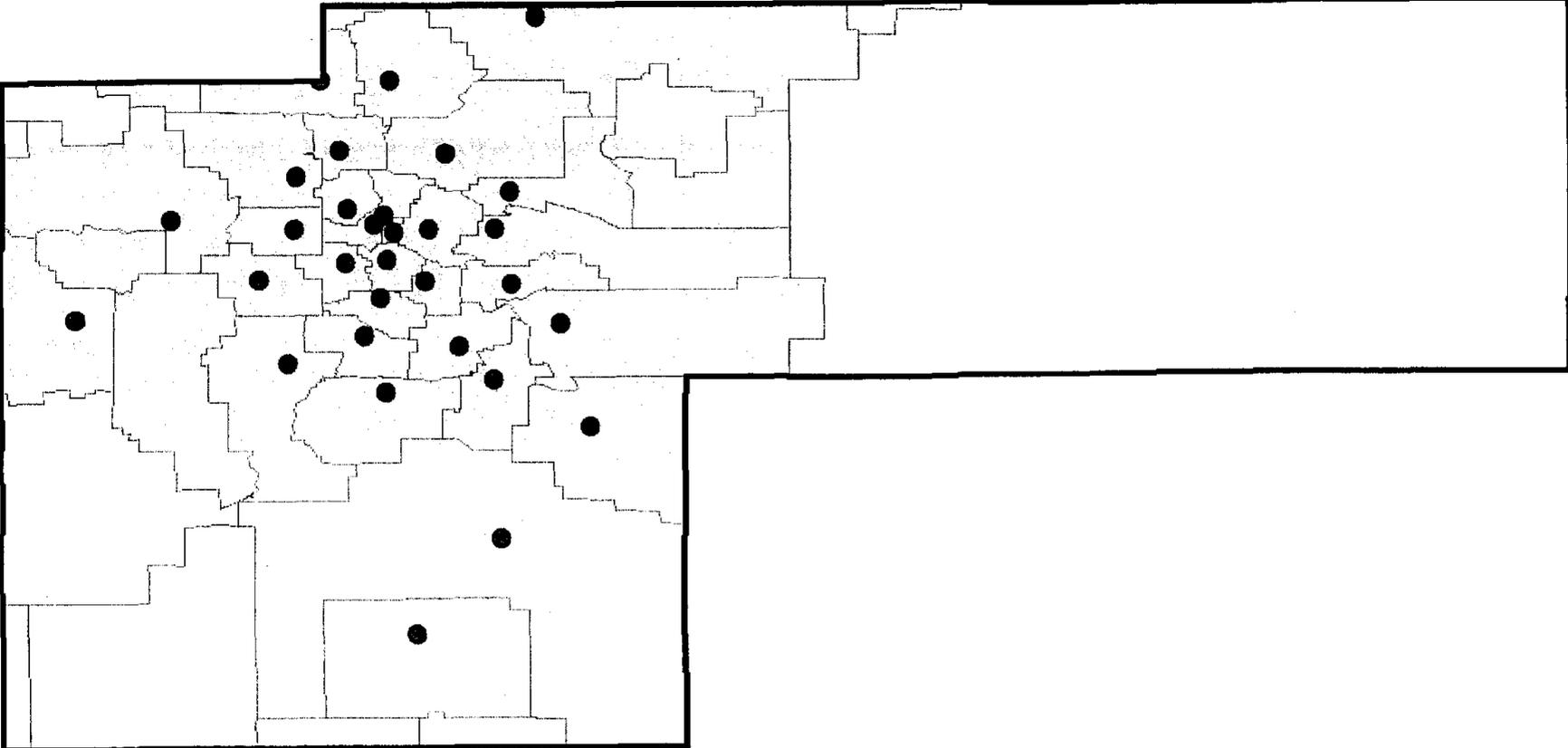
- Known CLEC Lit Buildings
- Competitive Fiber
- ▭ Qwest Service Territory with Wire Center Boundaries\*
- ▭ Qwest Wire Centers Served by Known CLEC Fiber
- ▭ Non-Qwest Service Territory

\*Qwest offers Special Access throughout its territory

\*\*Information Based on Current Census/GIS Data

Figure – C

Denver, CO – MSA\*\*



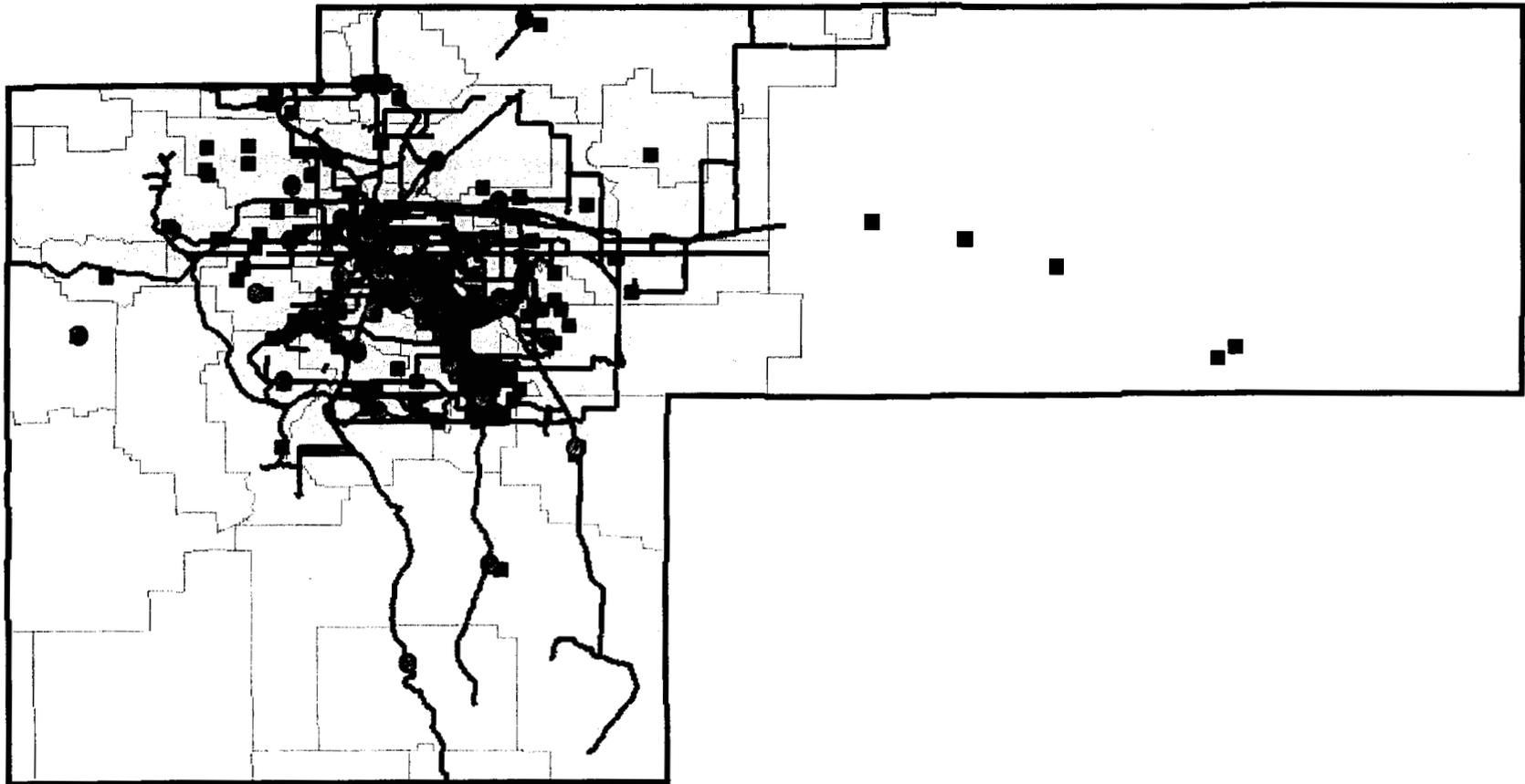
**Qwest Wire Centers With Existing or Potential Transport Linkages**

●	COs with Known CLEC Fiber Collocations	□	Qwest Wire Centers Served by Known CLEC Fiber
□	Qwest Service Territory with Wire Center Boundaries*	□	Non-Qwest Service Territory

\*Qwest offers Special Access throughout its territory  
\*\*Information Based on Current Census/GIS Data

Figure – D

# Denver, CO – MSA\*\*



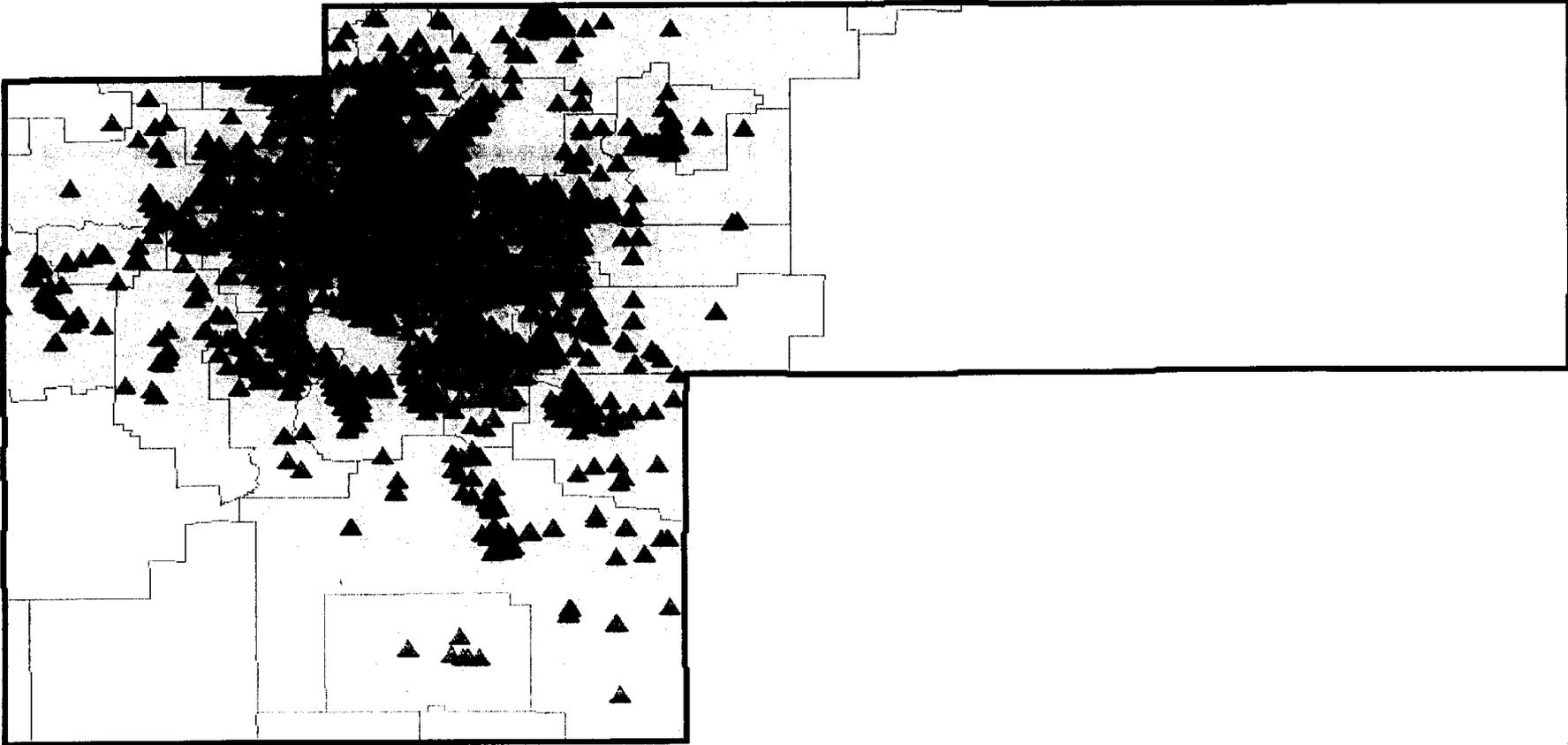
## Existing and Potential CLEC Transport Linkages and Loops within Qwest Service Territory

- |  |  |
|--|--|
| ■ Known CLEC Lit Buildings               | ▨ Qwest Service Territory with Wire Center Boundaries* |
| — Competitive Fiber                      | ▨ Qwest Wire Centers Served by Known CLEC Fiber        |
| ● COs with Known CLEC Fiber Collocations | □ Non-Qwest Service Territory                          |

\*Qwest offers Special Access throughout its territory

\*\*Information Based on Current Census/GIS Data

Figure – E



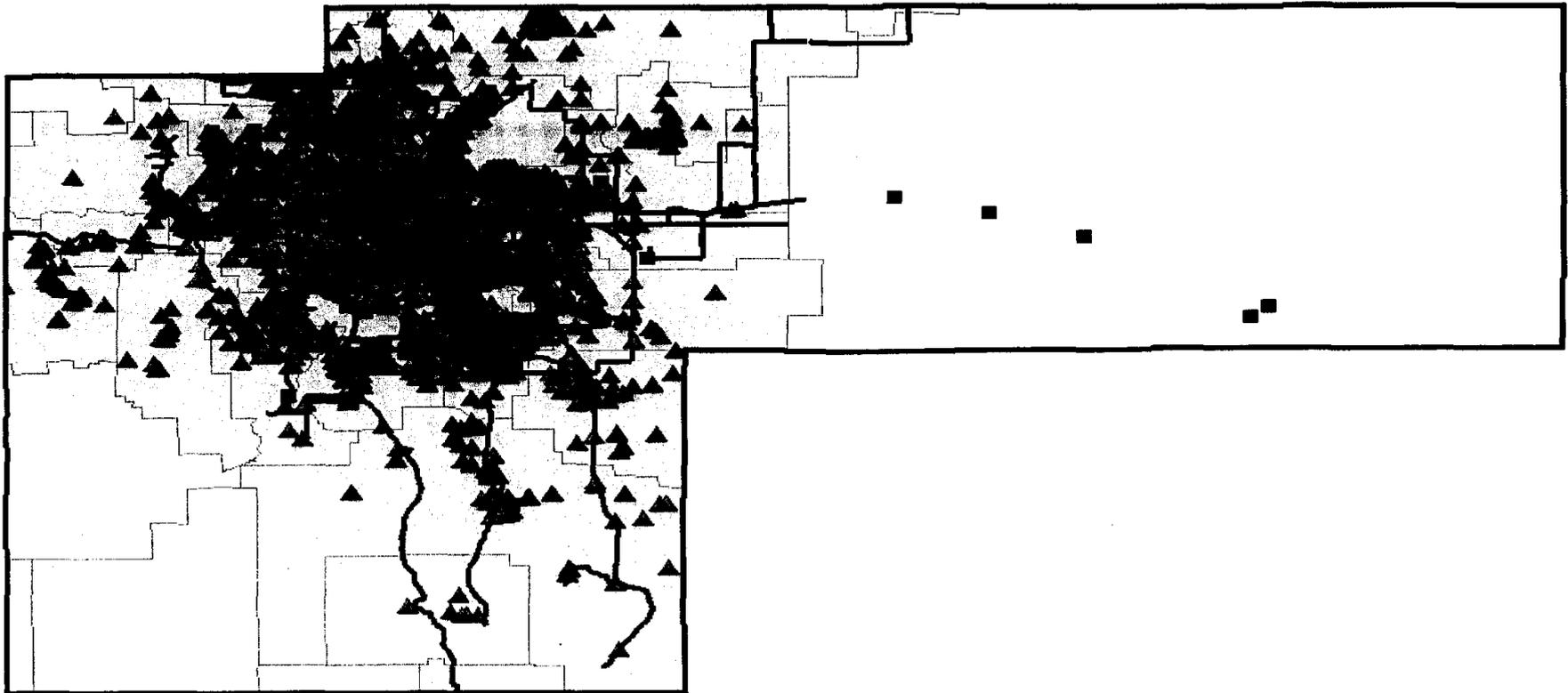
**Wire Centers served by CLECs  
Using Qwest Special Access**

 DS3 Special Access	 Qwest Wire Centers Served by Known CLEC Fiber
 DS1 Special Access	 Non-Qwest Service Territory
 Qwest Service Territory with Wire Center Boundaries*	

\*Qwest offers Special Access throughout its territory  
\*\*Information Based on Current Census/GIS Data

Figure – F

Denver, CO – MSA\*\*



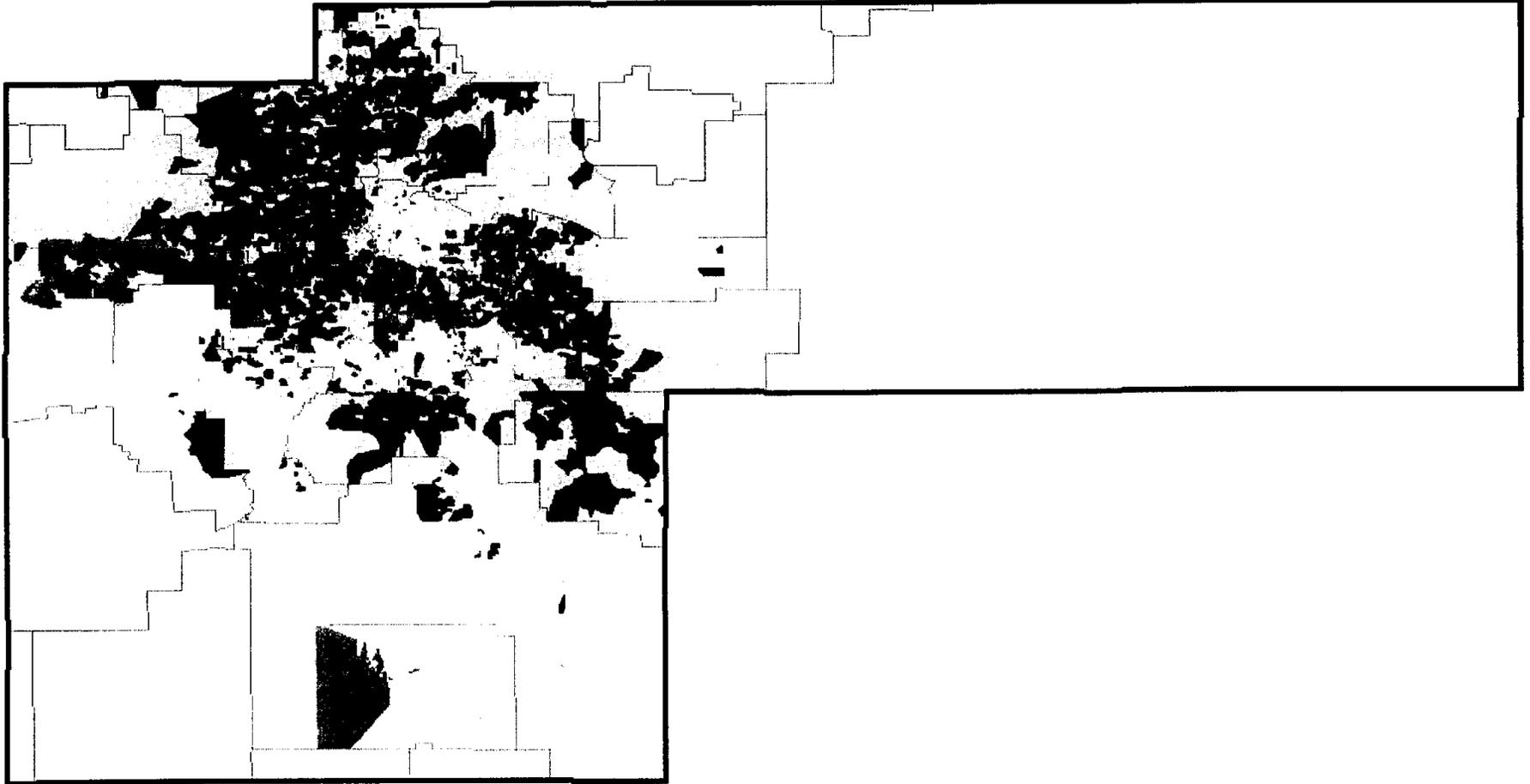
**MSA Wire Centers Served With Known CLEC Fiber  
and Lit Buildings and Qwest Special Access**

- |   |                          |   |  |
|---|--------------------------|---|--|
| ■ | Known CLEC Lit Buildings | ▭ | Qwest Service Territory with Wire Center Boundaries* |
| — | Competitive Fiber        | ▭ | Qwest Wire Centers Served by Known CLEC Fiber        |
| ▲ | DS3 Special Access       | ▭ | Non-Qwest Service Territory                          |
| △ | DS1 Special Access       |   |  |

\*Qwest offers Special Access throughout its territory

\*\*Information Based on Current Census/GIS Data

# Denver, CO - MSA



## Cable Modem Service Coverage

### Cable Modem Coverage Area

 Singleplay

 Doubleplay

 Tripleplay

 Qwest Service Territory with  
Wire Center Boundaries

 Non-Qwest Service Territory

Figure - 1

Denver, CO - MSA

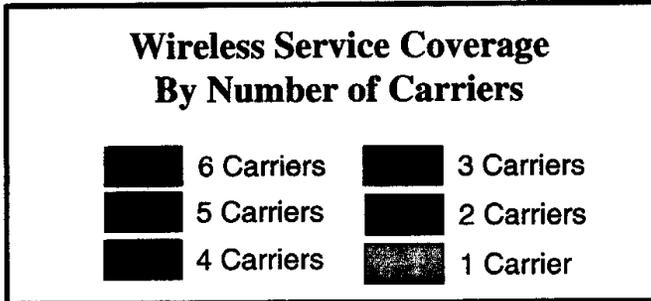


Figure - J

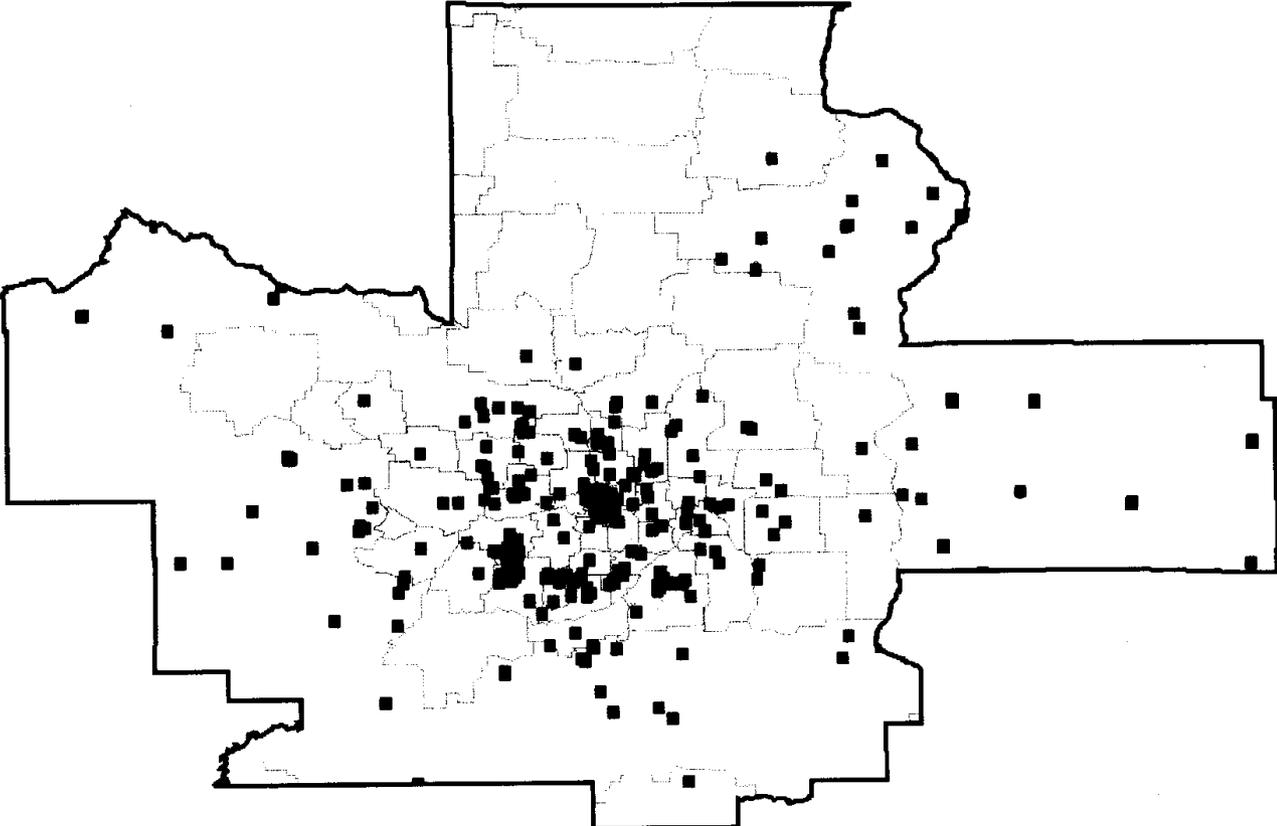
# Denver MSA Data

Denver MSA Wire Centers	37
Number of Denver MSA Wire Centers with Competitive Fiber	31
Percentage of Denver MSA Wire Centers with Competitive Fiber	84%
Number of Lit Buildings in the Denver MSA	979
Total Route Miles of Competitive Fiber in the Denver MSA	3162

\*Qwest offers Special Access throughout its territory

\*\*Information Based on Current Census/GIS Data

MINNEAPOLIS, MN- MSA\*\*



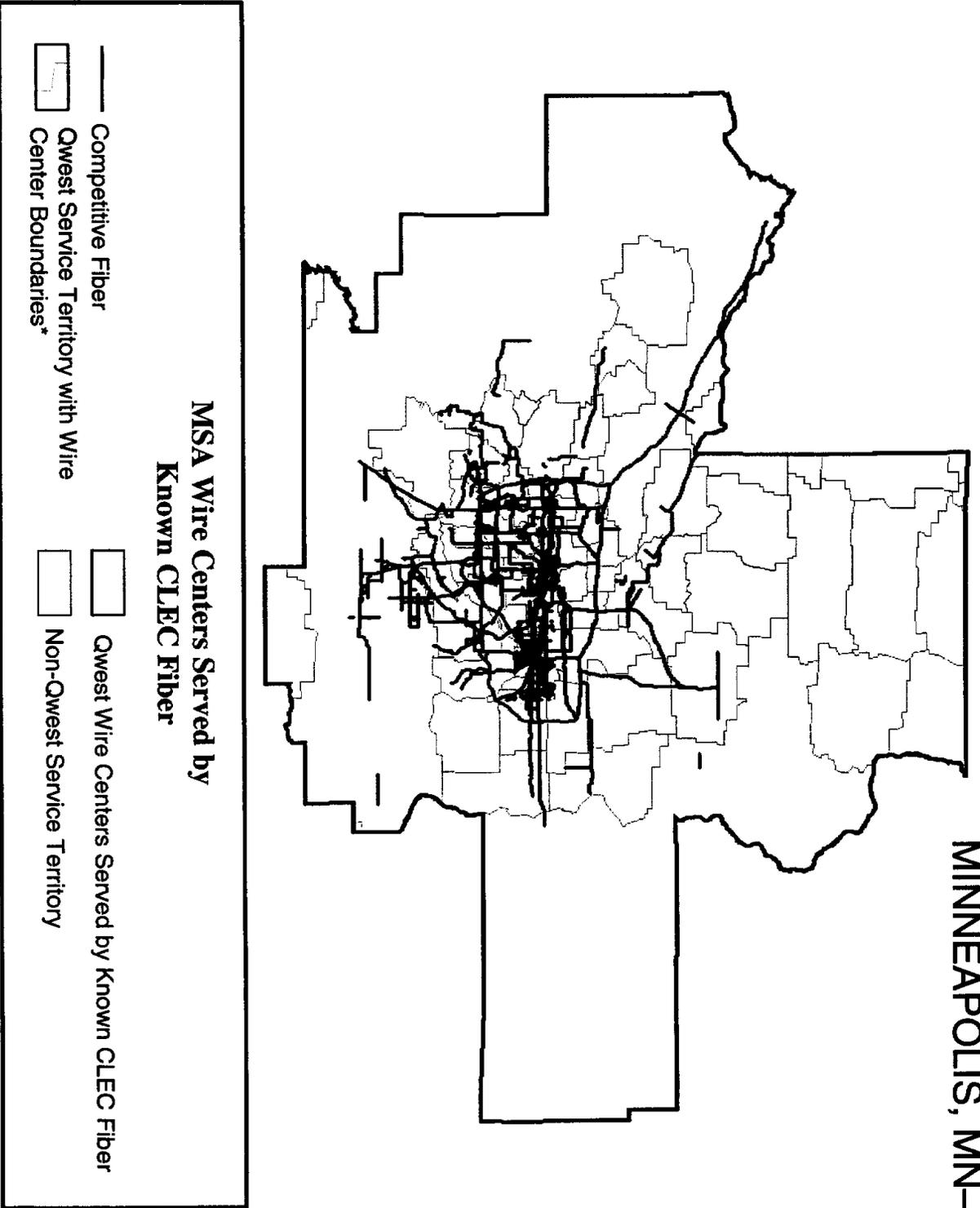
**Known CLEC Lit Buildings**

- Known CLEC Lit Buildings
- Qwest Wire Centers Served by Known CLEC Fiber
- Qwest Service Territory with Wire Center Boundaries\*
- Non-Qwest Service Territory

\*Qwest offers Special Access throughout its territory  
\*\*Information Based on Current Census/GIS Data

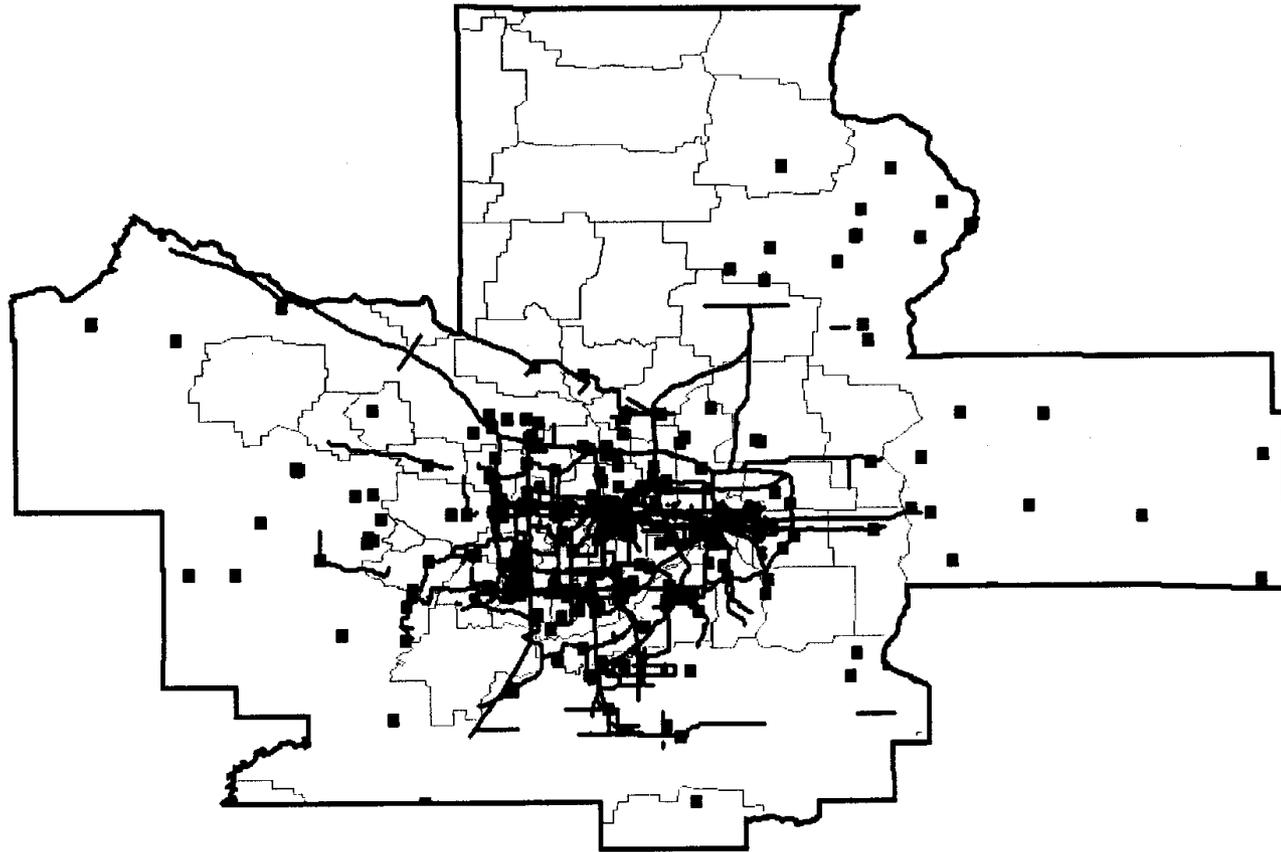
Figure - A

# MINNEAPOLIS, MN-MSA\*\*



\*Qwest offers Special Access throughout its territory  
\*\*Information Based on Current Census/GIS Data

MINNEAPOLIS, MN- MSA\*\*



**MSA Wire Centers served with Known CLEC Fiber  
and Known CLEC Lit Buildings**

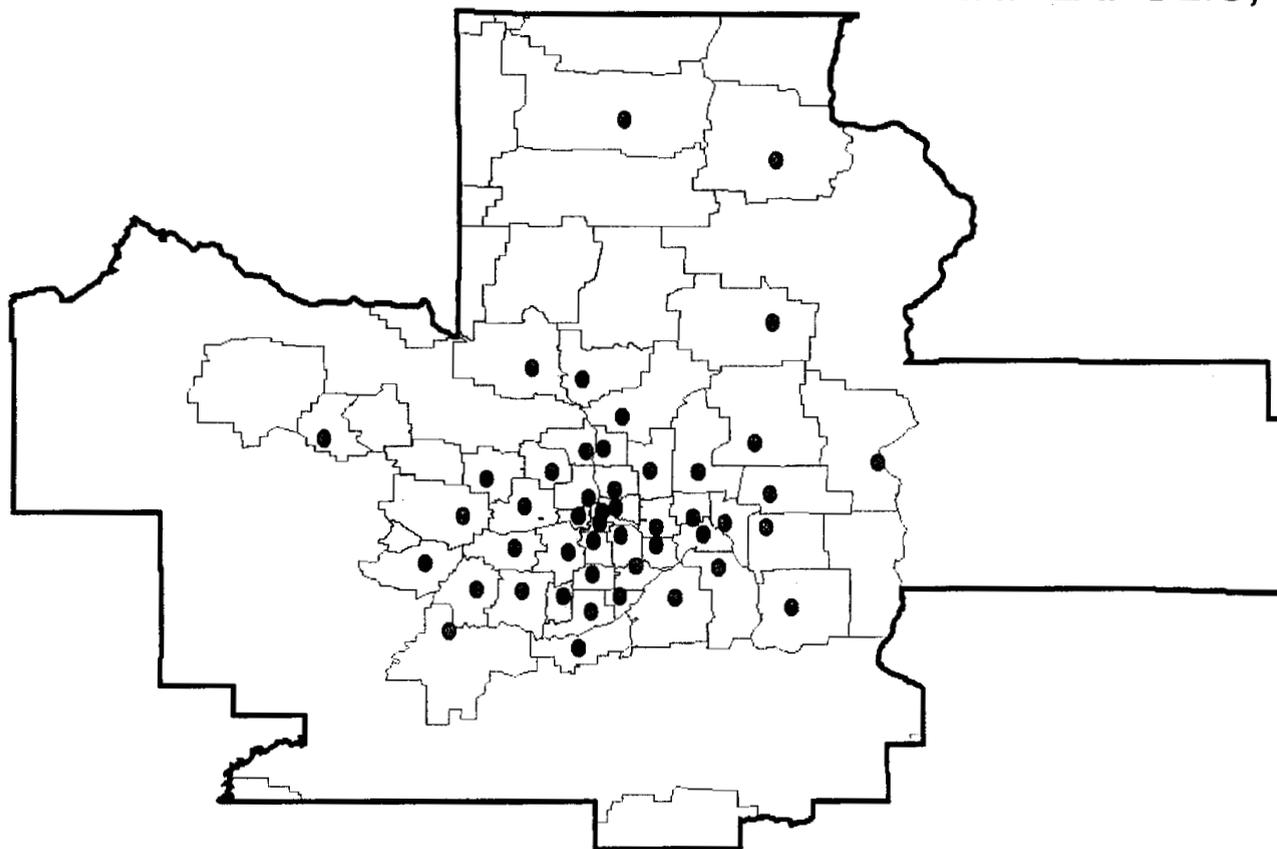
- Known CLEC Lit Buildings
- Competitive Fiber
- Qwest Service Territory with Wire Center Boundaries\*
- Qwest Wire Centers Served by Known CLEC Fiber
- Non-Qwest Service Territory

\*Qwest offers Special Access throughout its territory

\*\*Information Based on Current Census/GIS Data

Figure - C

MINNEAPOLIS, MN- MSA\*\*



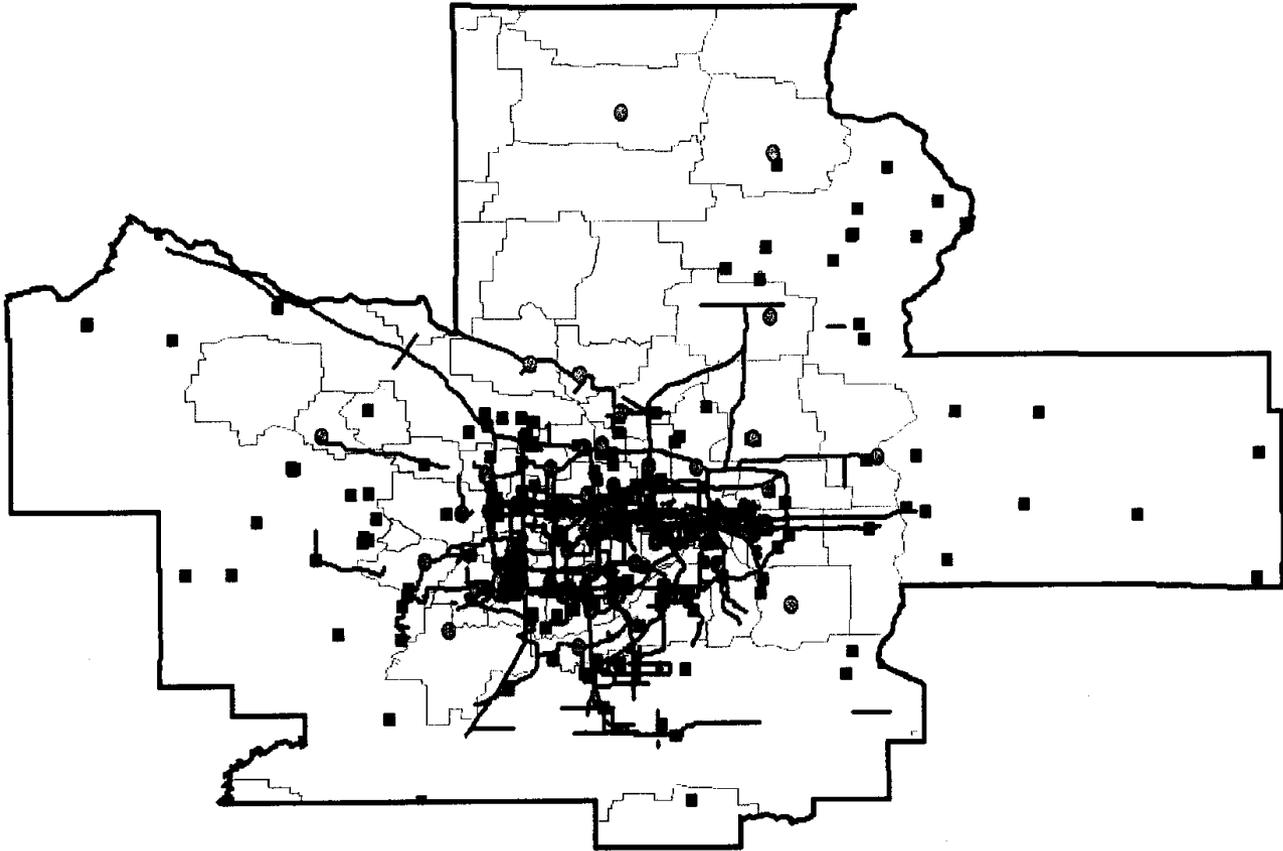
**Qwest Wire Centers With Existing or Potential Transport Linkages**

- COs with Known CLEC Fiber Collocations
- Qwest Wire Centers Served by Known CLEC Fiber
- Qwest Service Territory with Wire Center Boundaries\*
- Non-Qwest Service Territory

\*Qwest offers Special Access throughout its territory  
\*\*Information Based on Current Census/GIS Data

Figure - D

MINNEAPOLIS, MN- MSA\*\*



**Existing and Potential CLEC Transport Linkages  
and Loops within Qwest Service Territory**

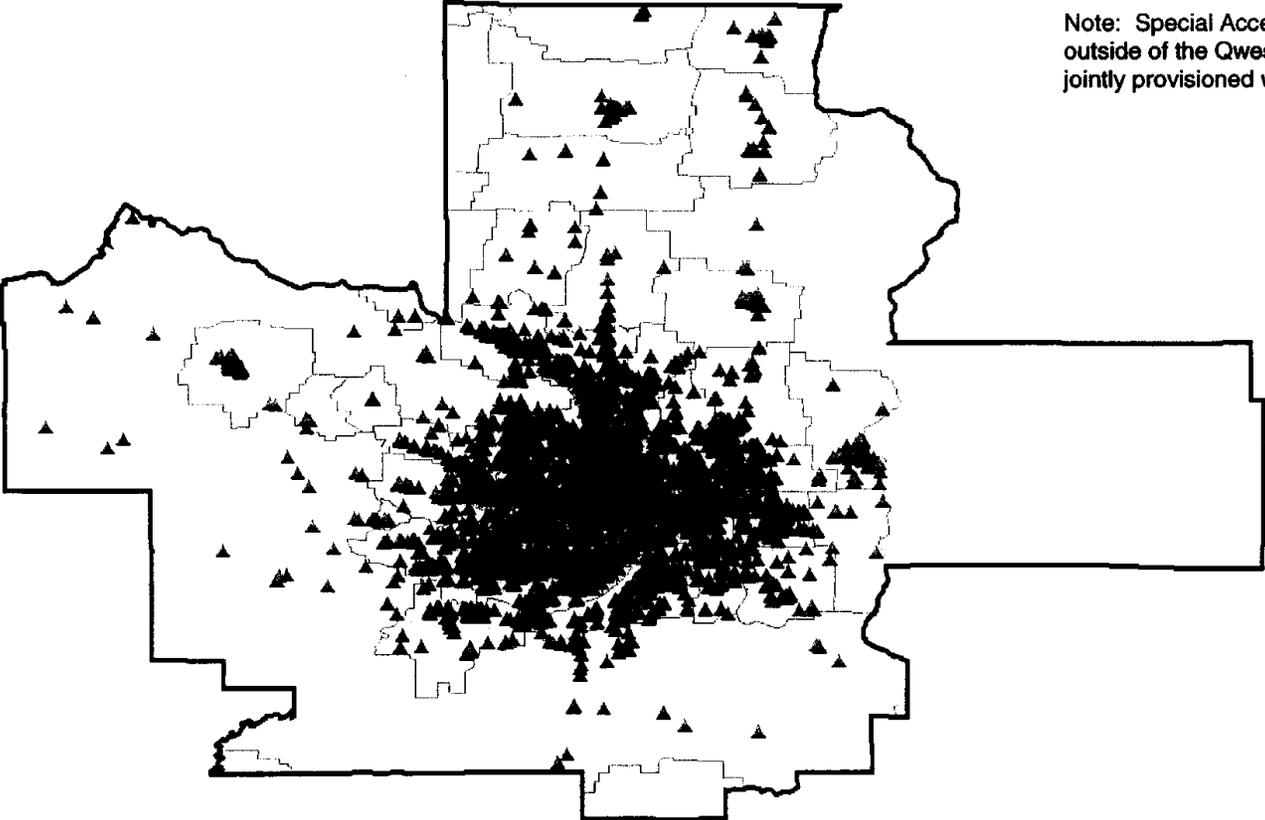
- Known CLEC Lit Buildings
- Competitive Fiber
- COs with Known CLEC Fiber Collocations
- ▨ Qwest Service Territory with Wire Center Boundaries\*
- ▨ Qwest Wire Centers Served by Known CLEC Fiber
- Non-Qwest Service Territory

\*Qwest offers Special Access throughout its territory  
\*\*Information Based on Current Census/GIS Data

Figure - E

# MINNEAPOLIS, MN- MSA\*\*

Note: Special Access circuits located outside of the Qwest service area are jointly provisioned with another ILEC.



**Wire Centers served by CLECs  
Using Qwest Special Access**

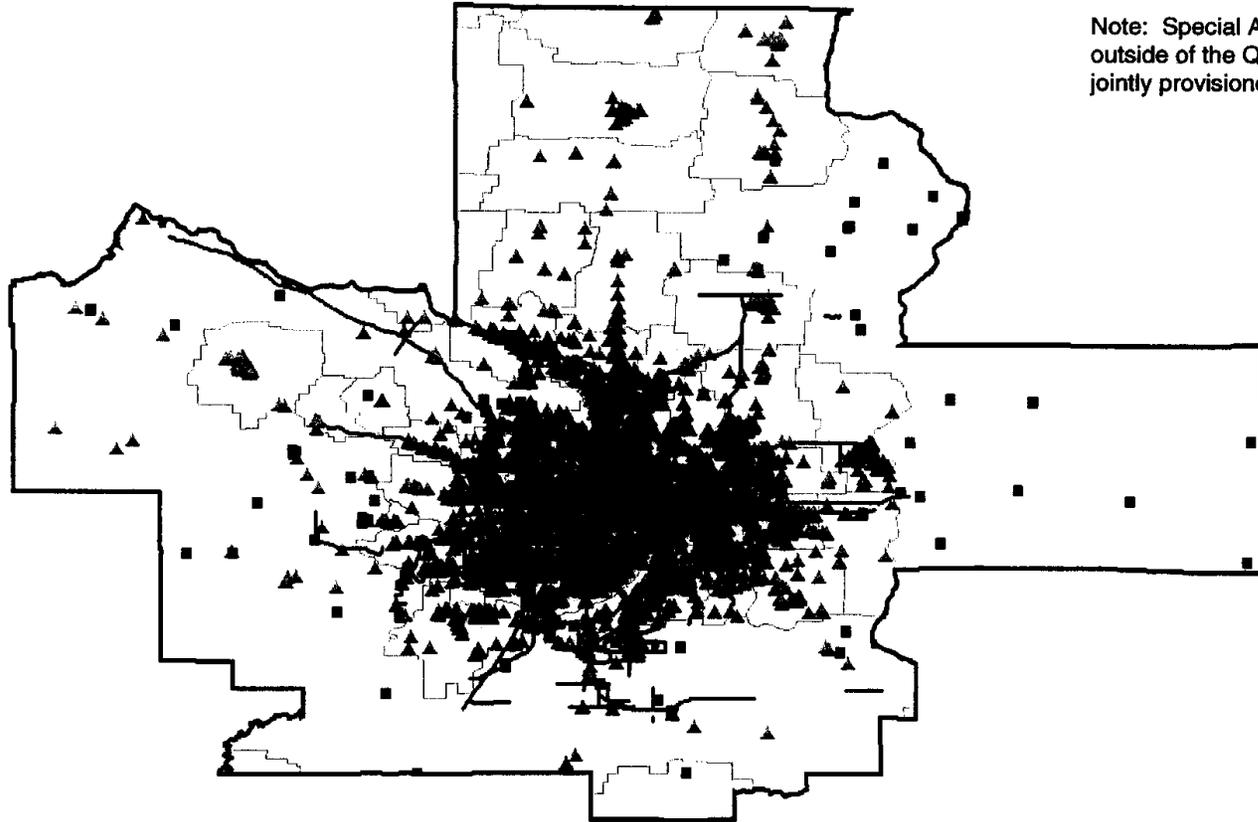
▲	DS3 Special Access	□	Qwest Wire Centers Served by Known CLEC Fiber
▲	DS1 Special Access	□	Non-Qwest Service Territory
□	Qwest Service Territory with Wire Center Boundaries*		

\*Qwest offers Special Access throughout its territory  
\*\*Information Based on Current Census/GIS Data

Figure - F

# MINNEAPOLIS, MN– MSA\*\*

Note: Special Access circuits located outside of the Qwest service area are jointly provisioned with another ILEC.



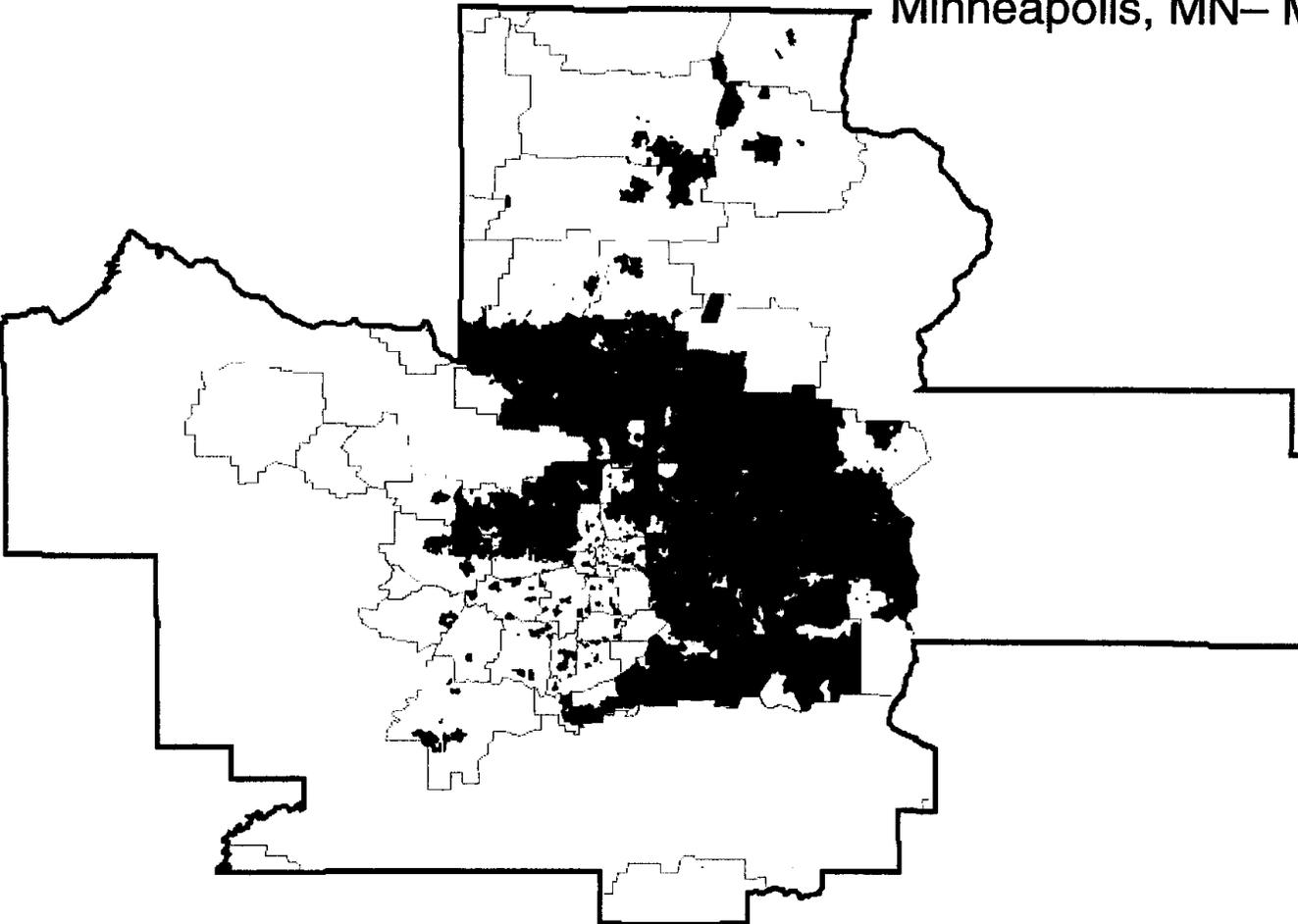
## MSA Wire Centers Served With Known CLEC Fiber and Lit Buildings and Qwest Special Access

- |   |                          |   |  |
|---|--------------------------|---|--|
| ■ | Known CLEC Lit Buildings | □ | Qwest Service Territory with Wire Center Boundaries* |
| — | Competitive Fiber        | □ | Qwest Wire Centers Served by Known CLEC Fiber        |
| ▲ | DS3 Special Access       | □ | Non-Qwest Service Territory                          |
| ▲ | DS1 Special Access       |   |  |

\*Qwest offers Special Access throughout its territory

\*\*Information Based on Current Census/GIS Data

Minneapolis, MN- MSA



**Cable Modem Service Coverage**

Cable Modem Coverage Area

-  Singleplay
-  Doubleplay
-  Tripleplay

-  Qwest Service Territory with Wire Center Boundaries
-  Non-Qwest Service Territory

Figure - H

Minneapolis, MN- MSA

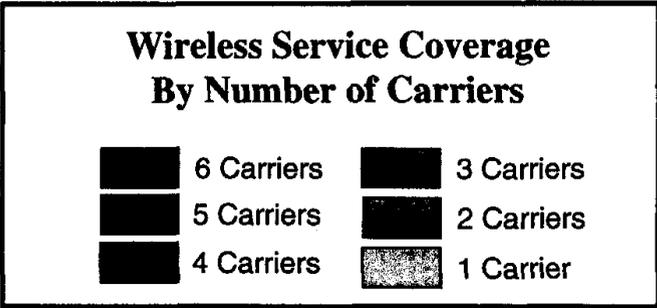
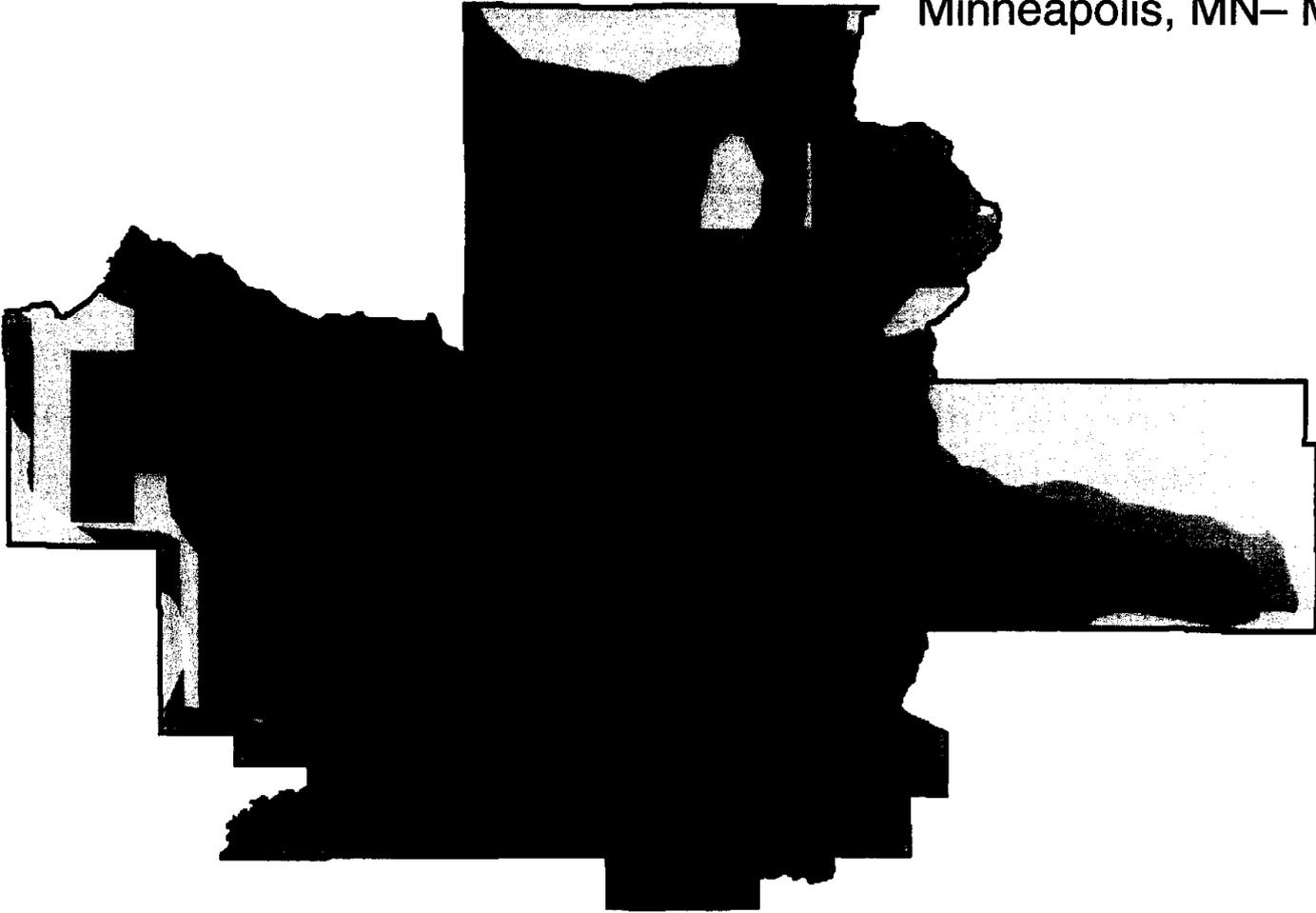


Figure - 1

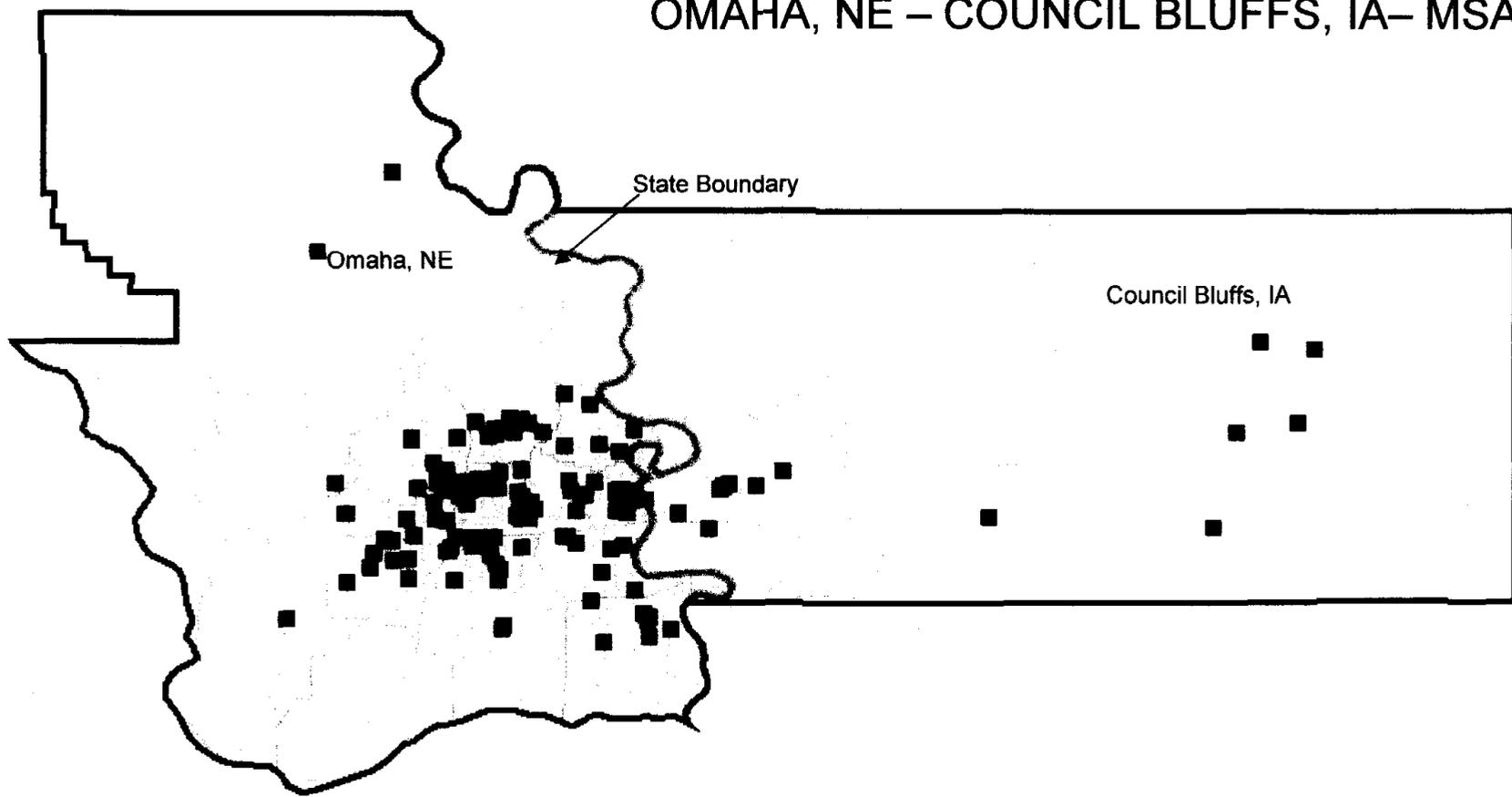
# Minneapolis MSA Data

Minneapolis MSA Wire Centers	57
Number of Minneapolis MSA Wire Centers with Competitive Fiber	48
Percentage of Minneapolis MSA Wire Centers with Competitive Fiber	84%
Number of Lit Buildings in the Minneapolis MSA	924
Total Route Miles of Competitive Fiber in the Minneapolis MSA	2408

\*Qwest offers Special Access throughout its territory

\*\*Information Based on Current Census/GIS Data

# OMAHA, NE – COUNCIL BLUFFS, IA – MSA\*\*



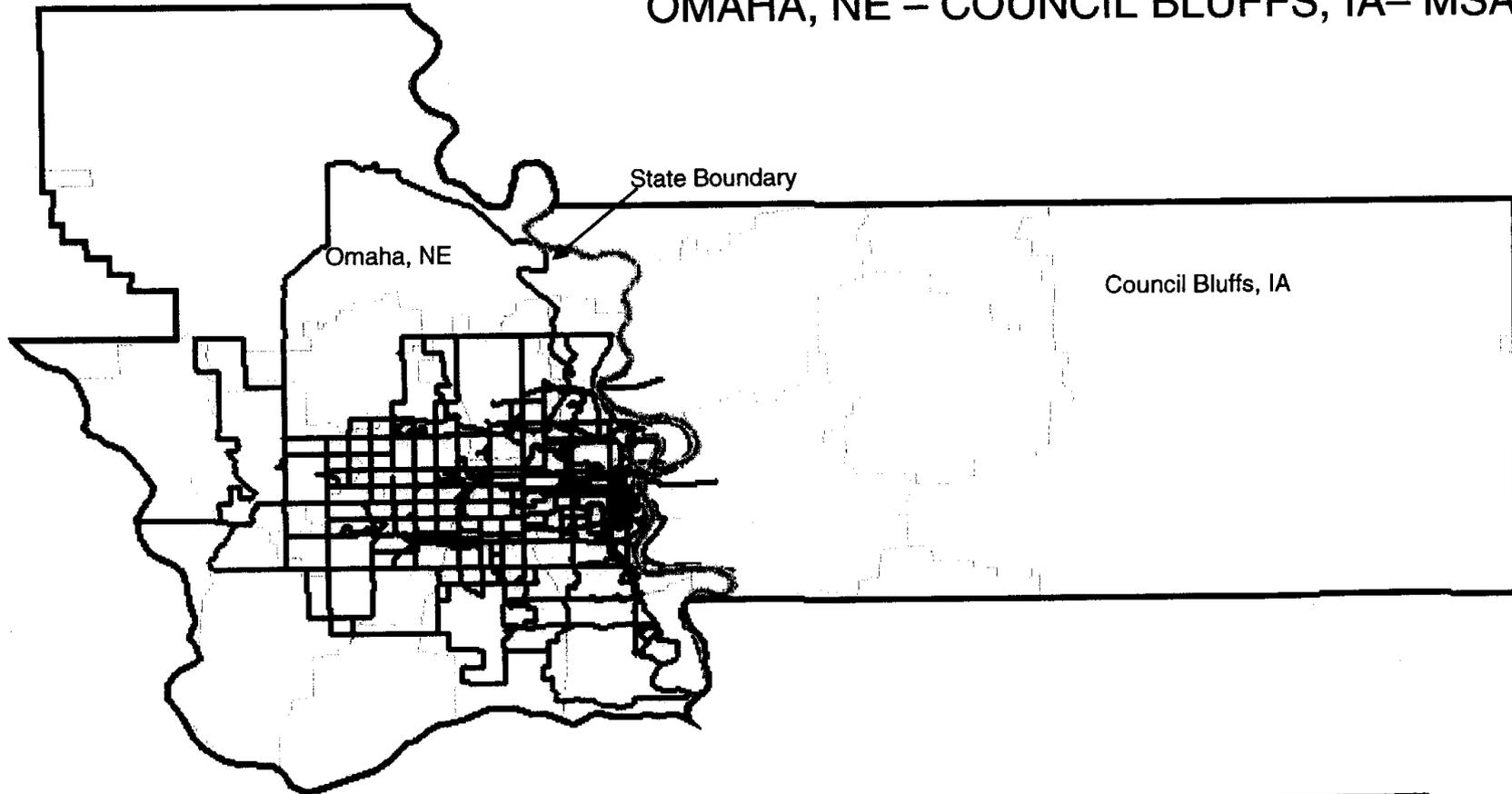
## Known CLEC Lit Buildings

- Known CLEC Lit Buildings
- Qwest Service Territory with Wire Center Boundaries\*
- Qwest Wire Centers Served by Known CLEC Fiber
- Non-Qwest Service Territory

\*Qwest offers Special Access throughout its territory  
\*\*Information Based on Current Census/GIS Data

Figure – A

# OMAHA, NE – COUNCIL BLUFFS, IA– MSA\*\*



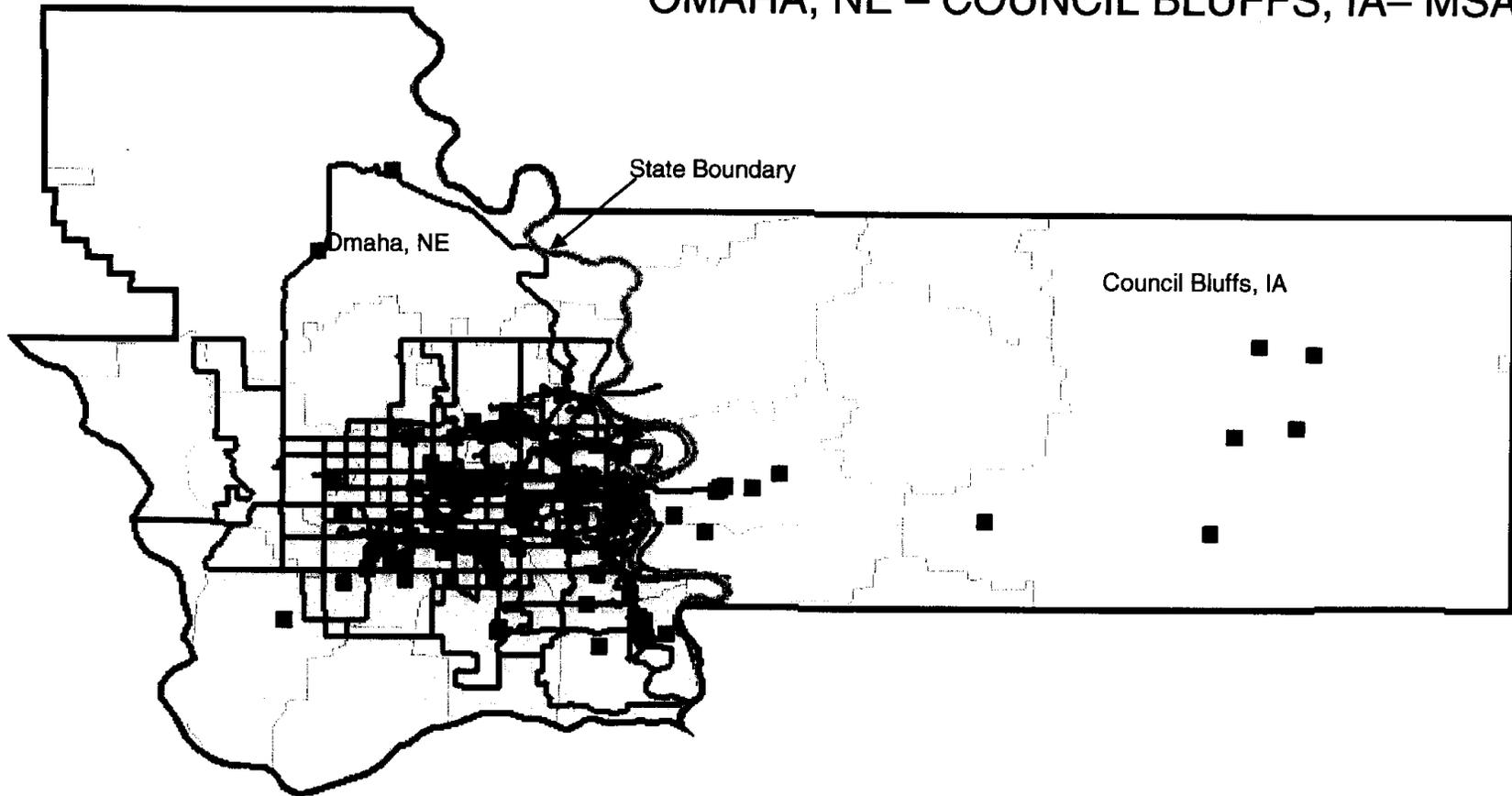
## MSA Wire Centers Served by Known CLEC Fiber

- |  |  |
|--|--|
|  Competitive Fiber                                    |  Qwest Wire Centers Served by Known CLEC Fiber |
|  Qwest Service Territory with Wire Center Boundaries* |  Non-Qwest Service Territory                   |

\*Qwest offers Special Access throughout its territory

\*\*Information Based on Current Census/GIS Data

# OMAHA, NE – COUNCIL BLUFFS, IA – MSA\*\*



## MSA Wire Centers served with Known CLEC Fiber and Known CLEC Lit Buildings

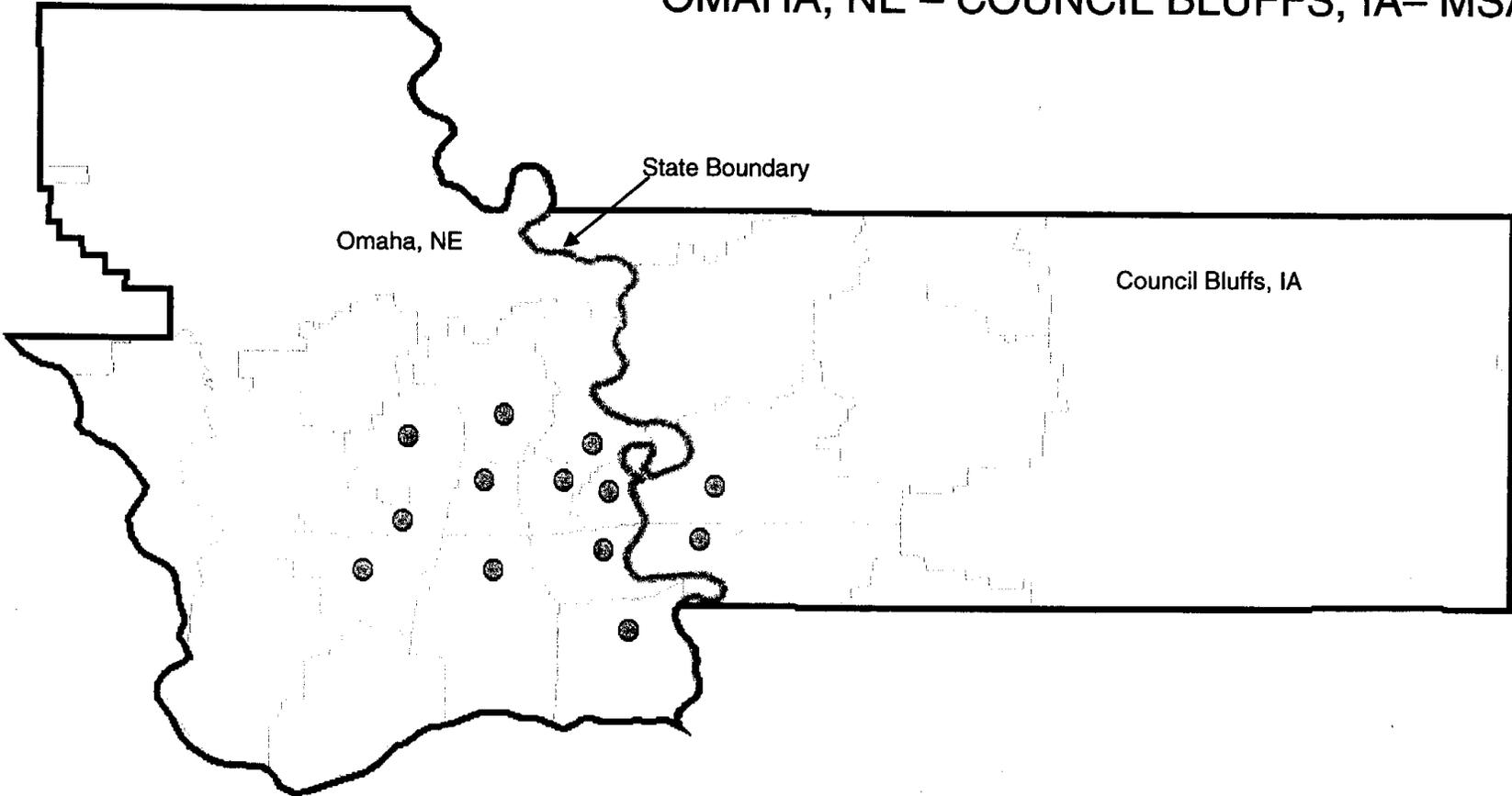
- Known CLEC Lit Buildings
- Competitive Fiber
- Qwest Service Territory with Wire Center Boundaries\*
- Qwest Wire Centers Served by Known CLEC Fiber
- Non-Qwest Service Territory

\*Qwest offers Special Access throughout its territory

\*\*Information Based on Current Census/GIS Data

Figure – C

OMAHA, NE – COUNCIL BLUFFS, IA– MSA\*\*



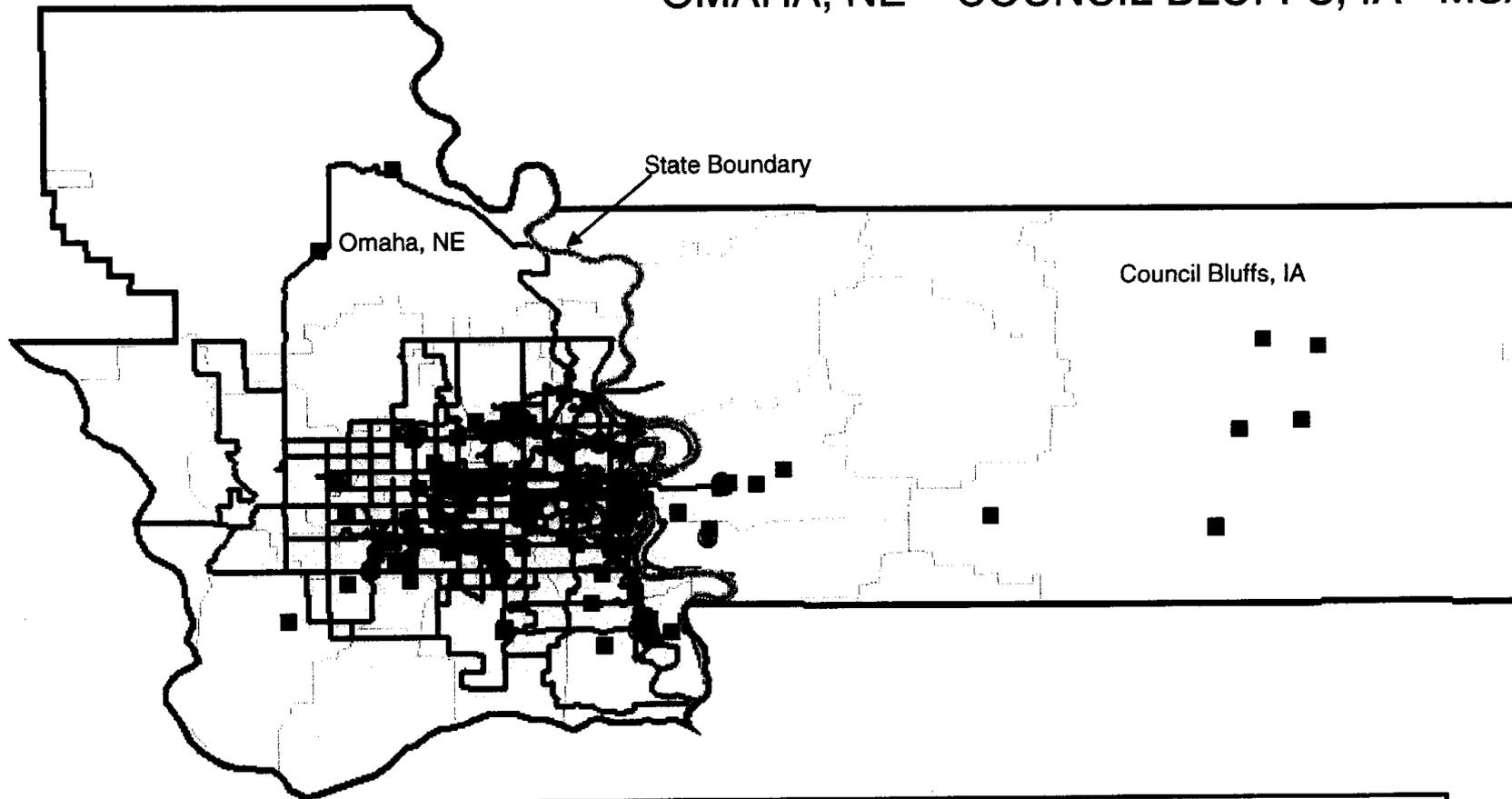
**Qwest Wire Centers With Existing or Potential Transport Linkages**

- COs with Known CLEC Fiber Collocations
- Qwest Wire Centers Served by Known CLEC Fiber
- Qwest Service Territory with Wire Center Boundaries\*
- Non-Qwest Service Territory

\*Qwest offers Special Access throughout its territory  
 \*\*Information Based on Current Census/GIS Data

Figure – D

# OMAHA, NE – COUNCIL BLUFFS, IA– MSA\*\*



## Existing and Potential CLEC Transport Linkages and Loops within Qwest Service Territory

- |   |  |   |  |
|---|--|---|--|
| ■ | Known CLEC Lit Buildings               | □ | Qwest Service Territory with Wire Center Boundaries* |
| — | Competitive Fiber                      | □ | Qwest Wire Centers Served by Known CLEC Fiber        |
| ● | COs with Known CLEC Fiber Collocations | □ | Non-Qwest Service Territory                          |

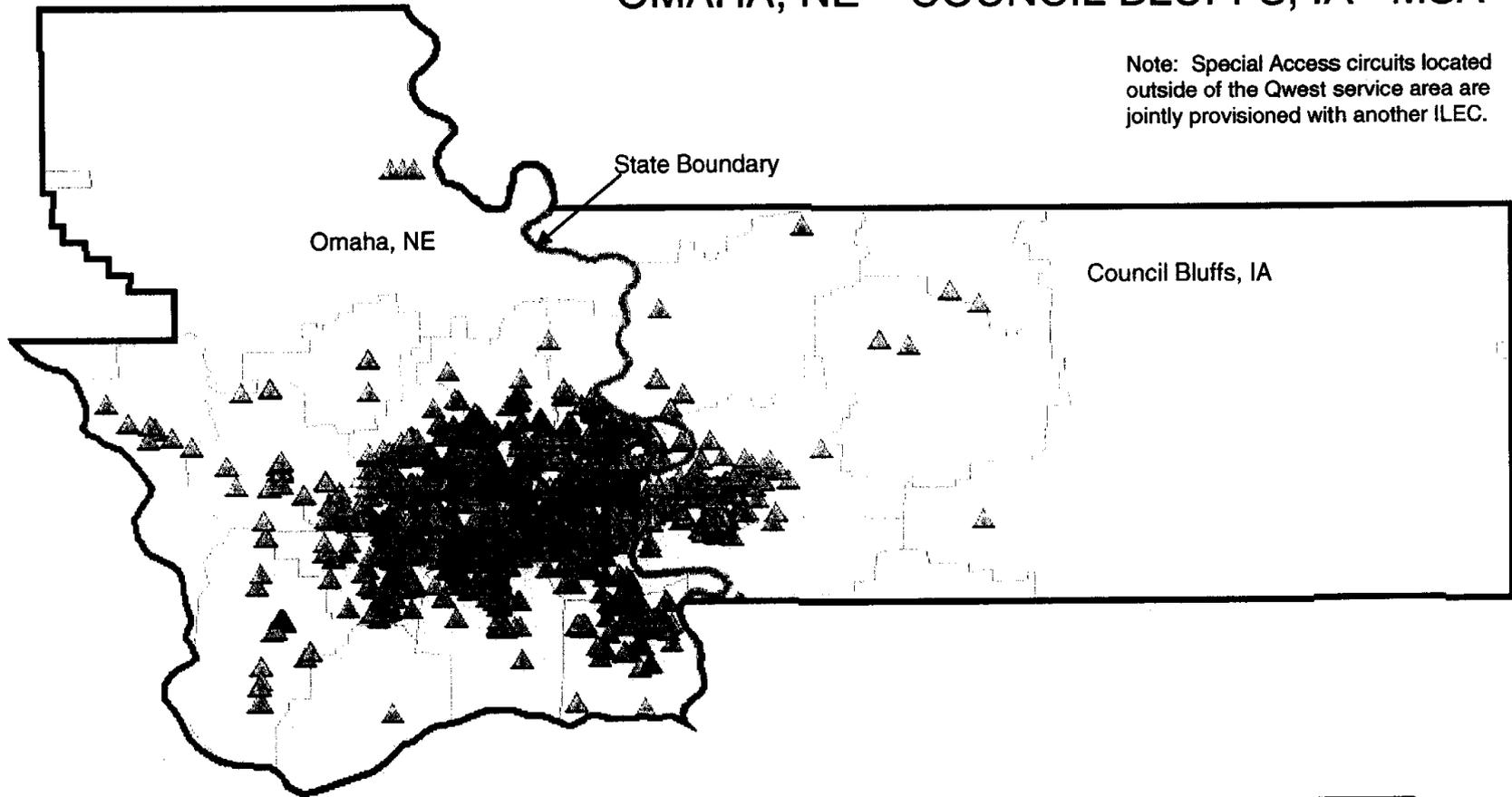
\*Qwest offers Special Access throughout its territory

\*\*Information Based on Current Census/GIS Data

Figure – E

# OMAHA, NE – COUNCIL BLUFFS, IA– MSA\*\*

Note: Special Access circuits located outside of the Qwest service area are jointly provisioned with another ILEC.



## Wire Centers served by CLECs Using Qwest Special Access

- ▲ DS3 Special Access
- ▲ DS1 Special Access
- Qwest Service Territory with Wire Center Boundaries\*
- Qwest Wire Centers Served by Known CLEC Fiber
- Non-Qwest Service Territory

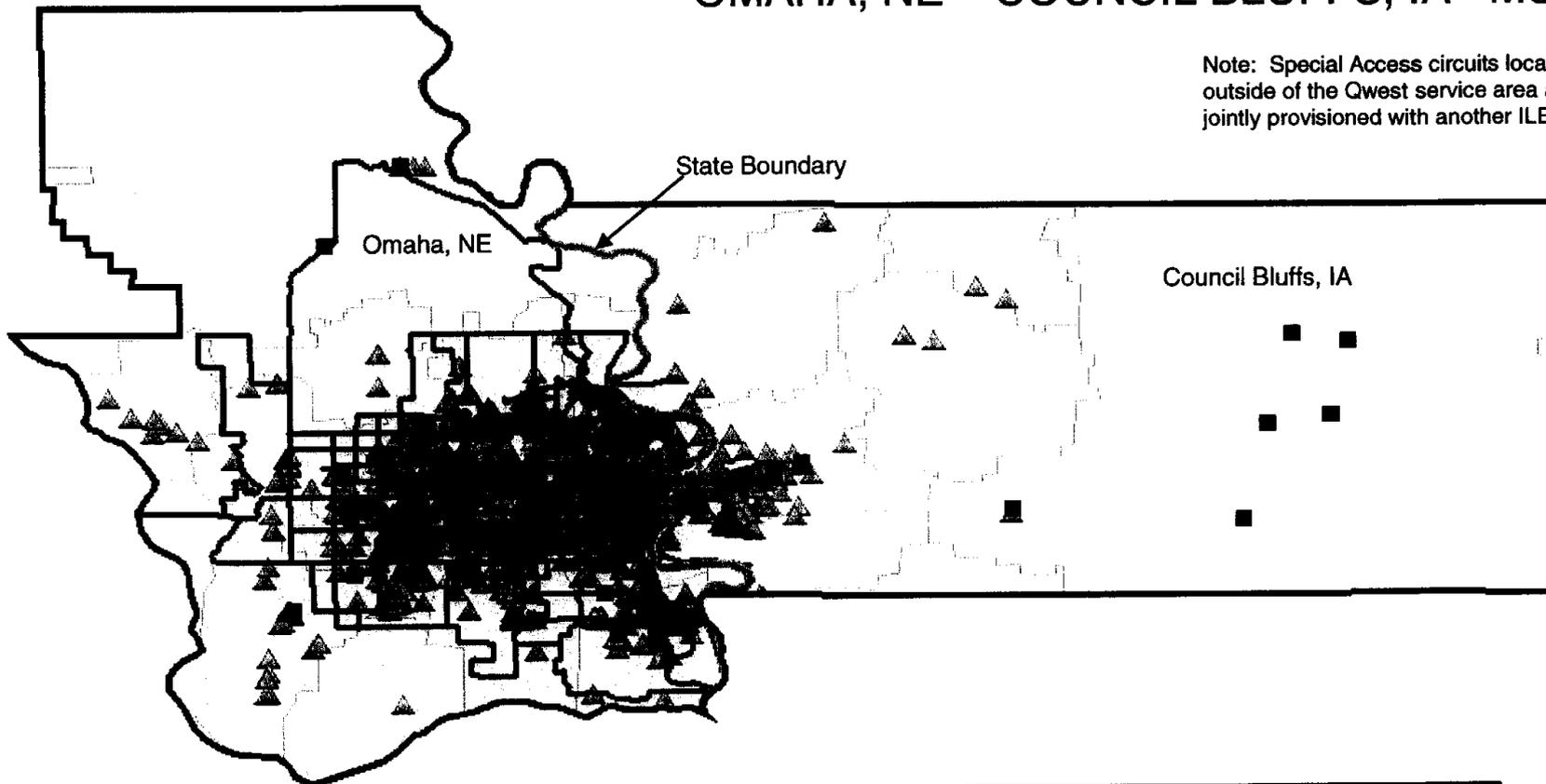
\*Qwest offers Special Access throughout its territory

\*\*Information Based on Current Census/GIS Data

Figure – F

# OMAHA, NE – COUNCIL BLUFFS, IA– MSA\*\*

Note: Special Access circuits located outside of the Qwest service area are jointly provisioned with another ILEC.



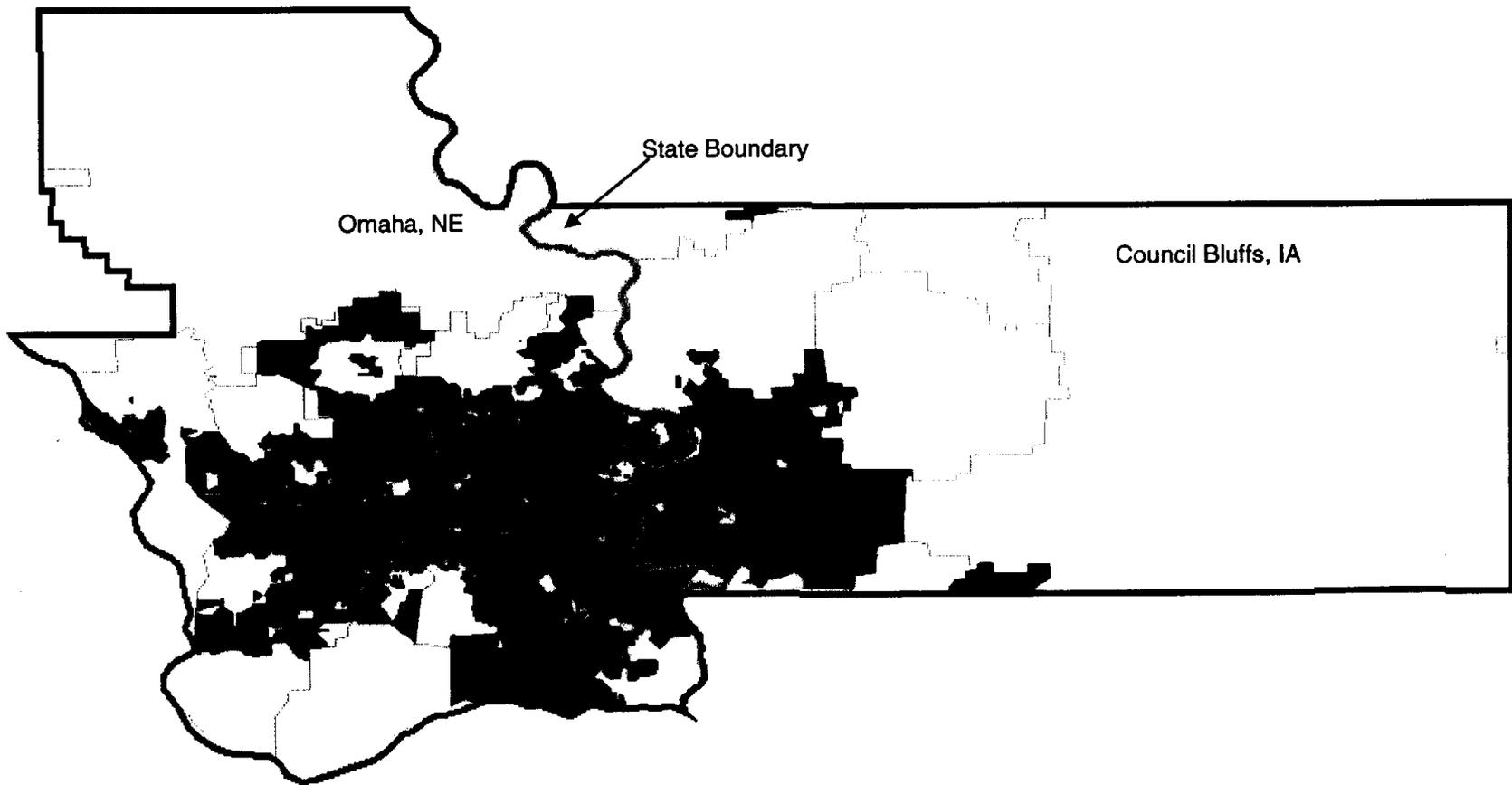
## MSA Wire Centers Served With Known CLEC Fiber and Lit Buildings and Qwest Special Access

- |   |                          |   |  |
|---|--------------------------|---|--|
| ■ | Known CLEC Lit Buildings | ▨ | Qwest Service Territory with Wire Center Boundaries* |
| — | Competitive Fiber        | ▩ | Qwest Wire Centers Served by Known CLEC Fiber        |
| ▲ | DS3 Special Access       | □ | Non-Qwest Service Territory                          |
| △ | DS1 Special Access       |   |  |

\*Qwest offers Special Access throughout its territory

\*\*Information Based on Current Census/GIS Data

# Omaha, NE – Council Bluffs, IA – MSA



**Cable Modem Service Coverage**

Cable Modem Coverage Area

 Singleplay	 Qwest Service Territory with Wire Center Boundaries
 Tripleplay	 Non-Qwest Service Territory

Figure - H

# Omaha, NE – Council Bluffs, IA – MSA

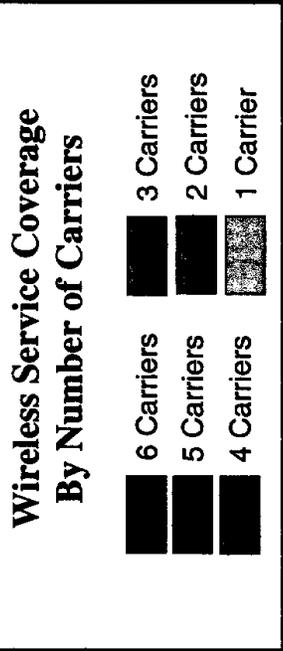
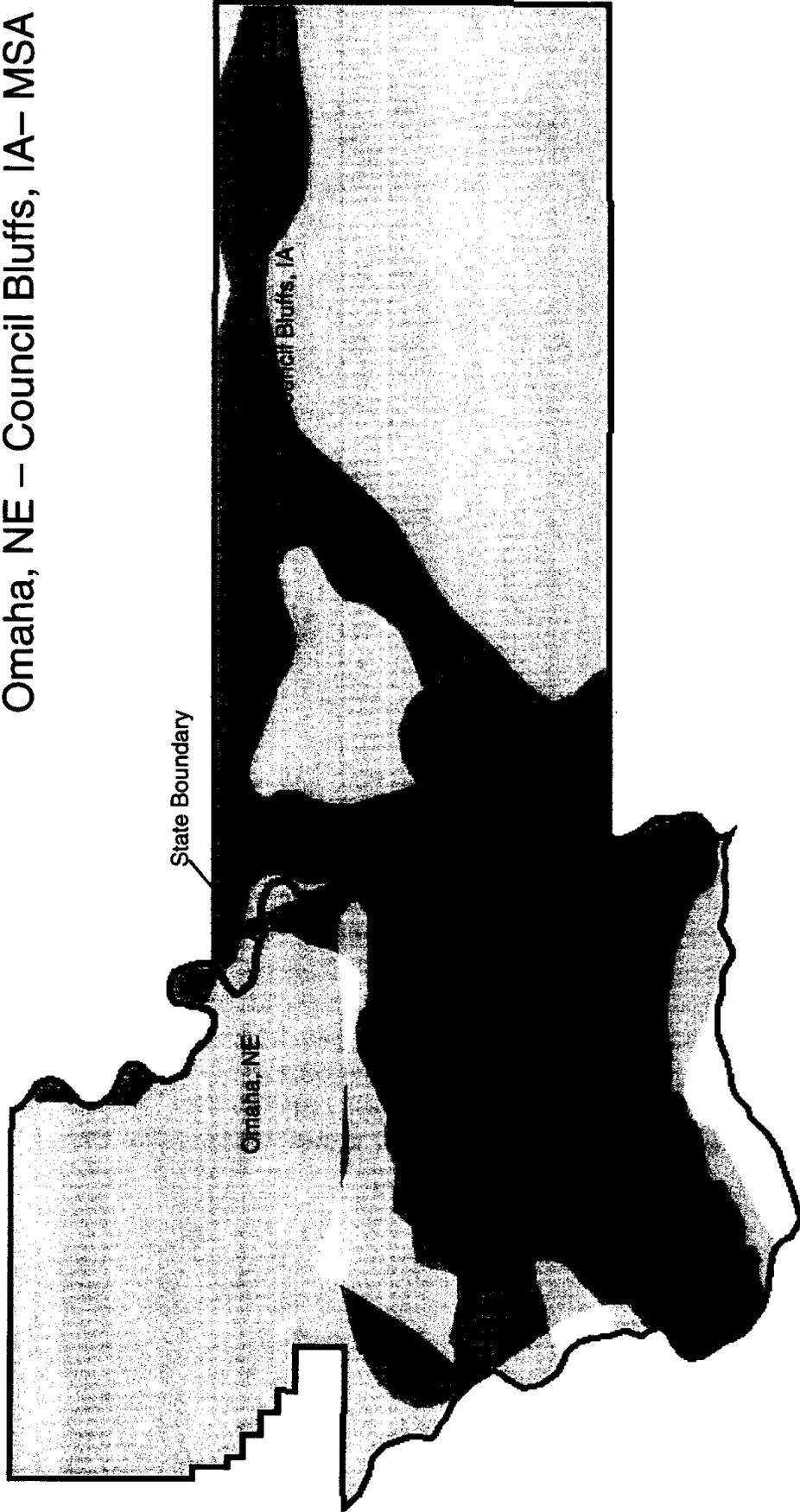


Figure - 1

OMAHA, NE – COUNCIL BLUFFS, IA– MSA\*\*

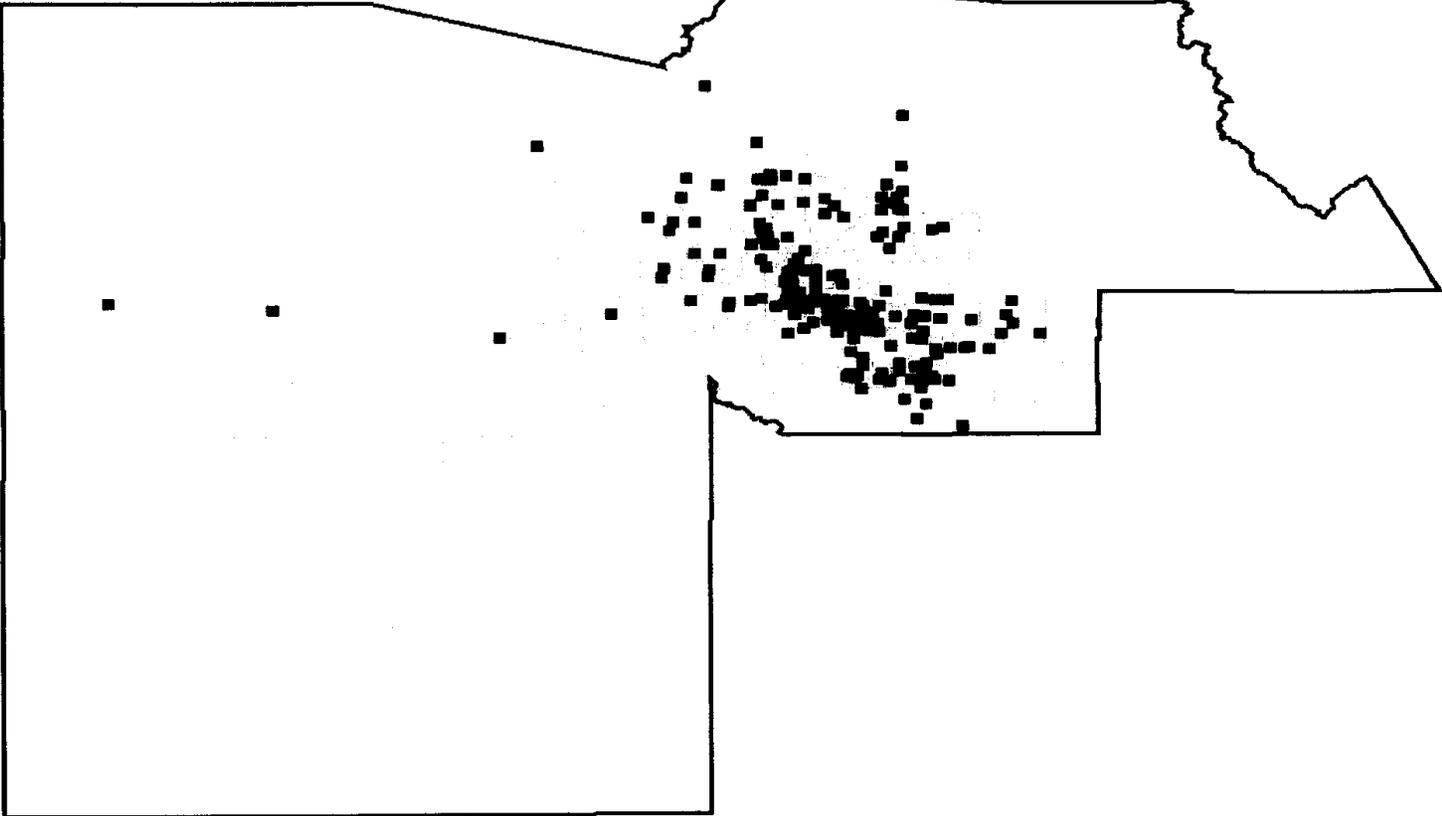
Omaha-Council Bluffs MSA Data

Omaha-Council Bluffs MSA Wire Centers	25
Number of Omaha-Council Bluffs MSA Wire Centers with Competitive Fiber	15
Percentage of Omaha-Council Bluffs MSA Wire Centers with Competitive Fiber	60%
Number of Lit Buildings in the Omaha-Council Bluffs MSA	651
Total Route Miles of Competitive Fiber in the Omaha-Council Bluffs MSA	1435

\*Qwest offers Special Access throughout its territory

\*\*Information Based on Current Census/GIS Data

PHOENIX, AZ – MSA\*\*



**Known CLEC Lit Buildings**

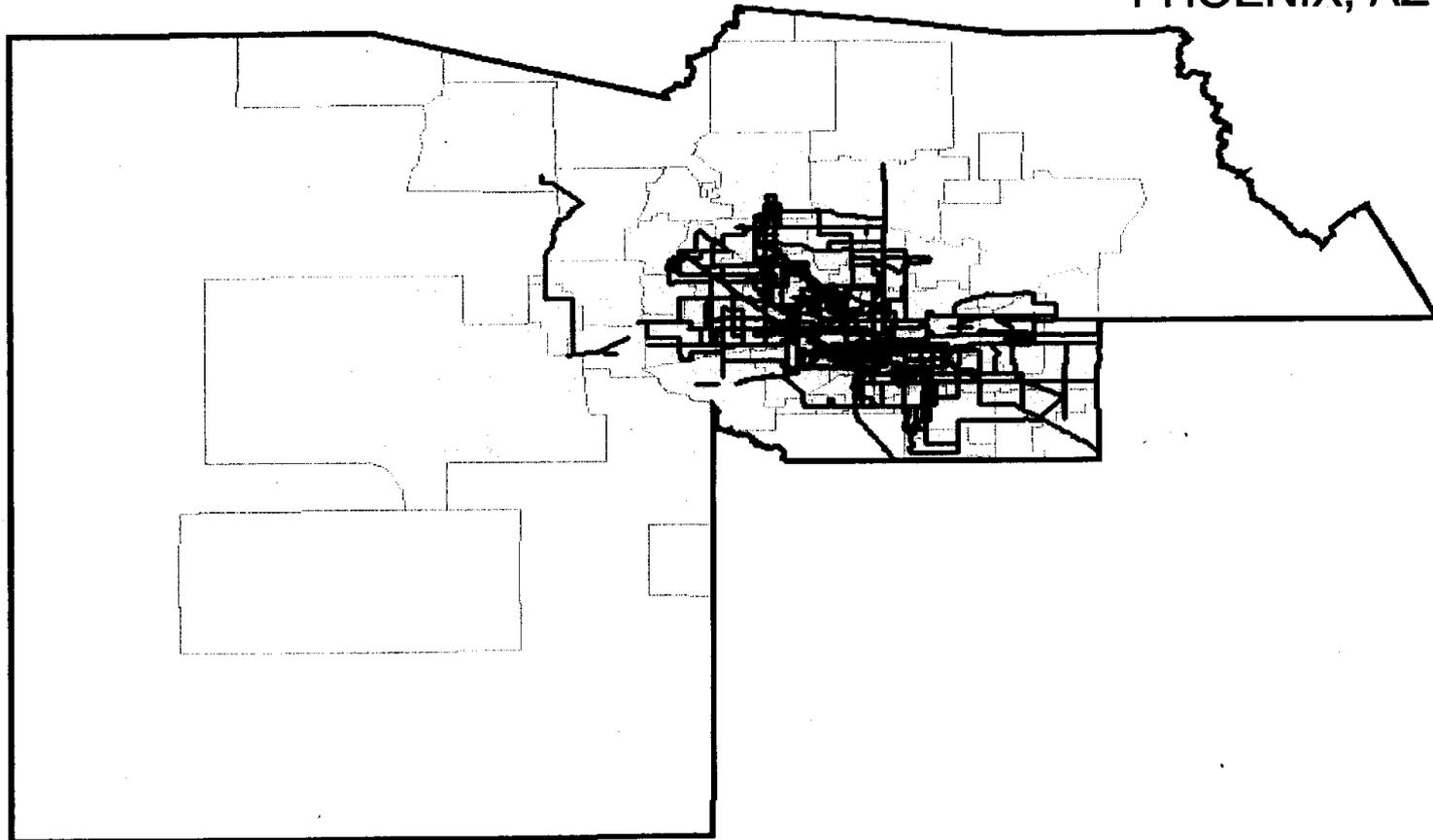
- Known CLEC Lit Buildings
- Qwest Wire Centers Served by Known CLEC Fiber
- Qwest Service Territory with Wire Center Boundaries\*
- Non-Qwest Service Territory

\*Qwest offers Special Access throughout its territory

\*\*Information Based on Current Census/GIS Data

Figure – A

PHOENIX, AZ- MSA\*\*



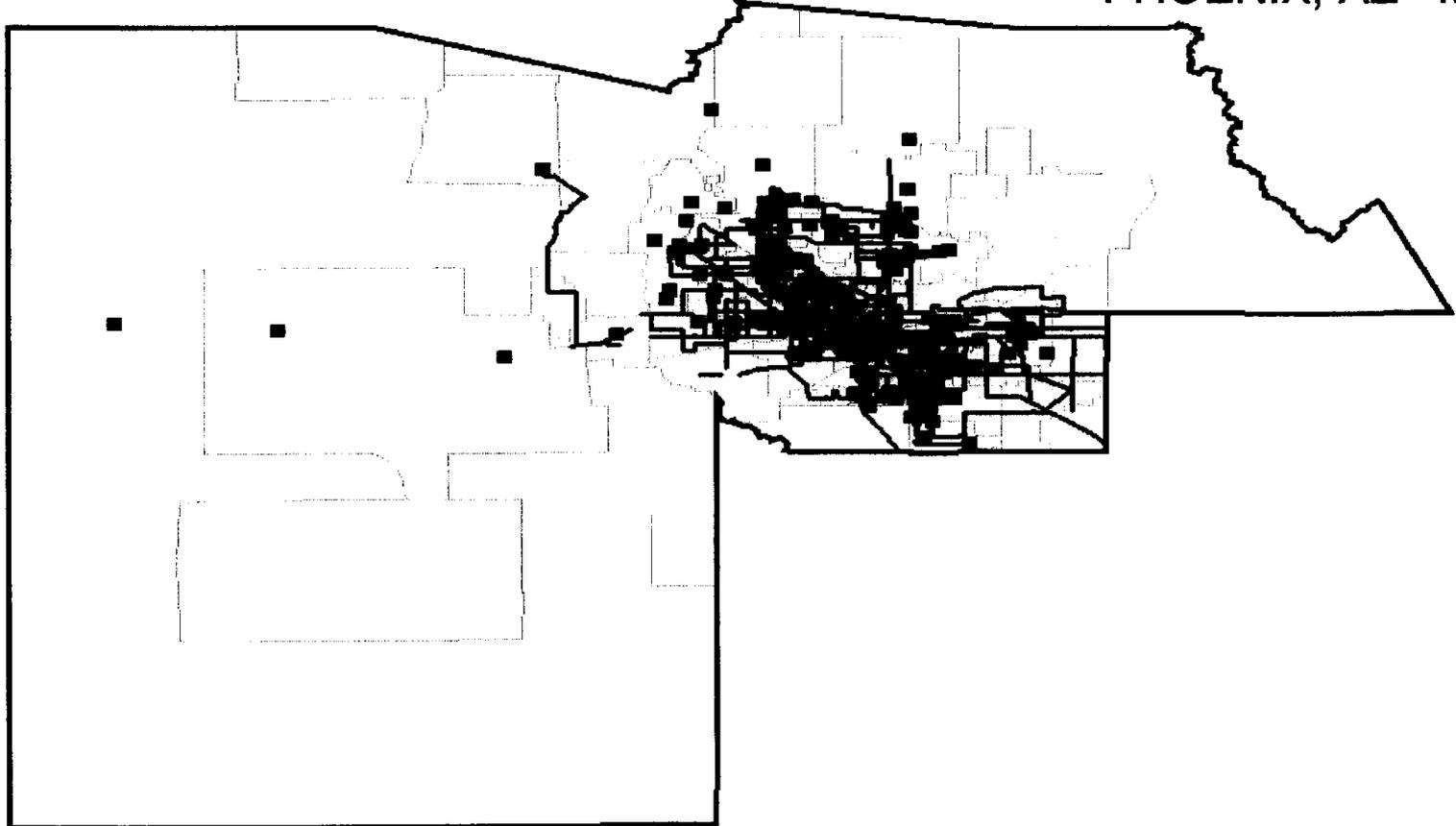
**MSA Wire Centers Served by  
Known CLEC Fiber**

- |  |   |
|--|---|
|  Competitive Fiber                                    |  Qwest Wire Centers Served by Known CLEC Fiber |
|  Qwest Service Territory with Wire Center Boundaries* |  Non-Qwest Service Territory                   |

\*Qwest offers Special Access throughout its territory

\*\*Information Based on Current Census/GIS Data

PHOENIX, AZ- MSA\*\*



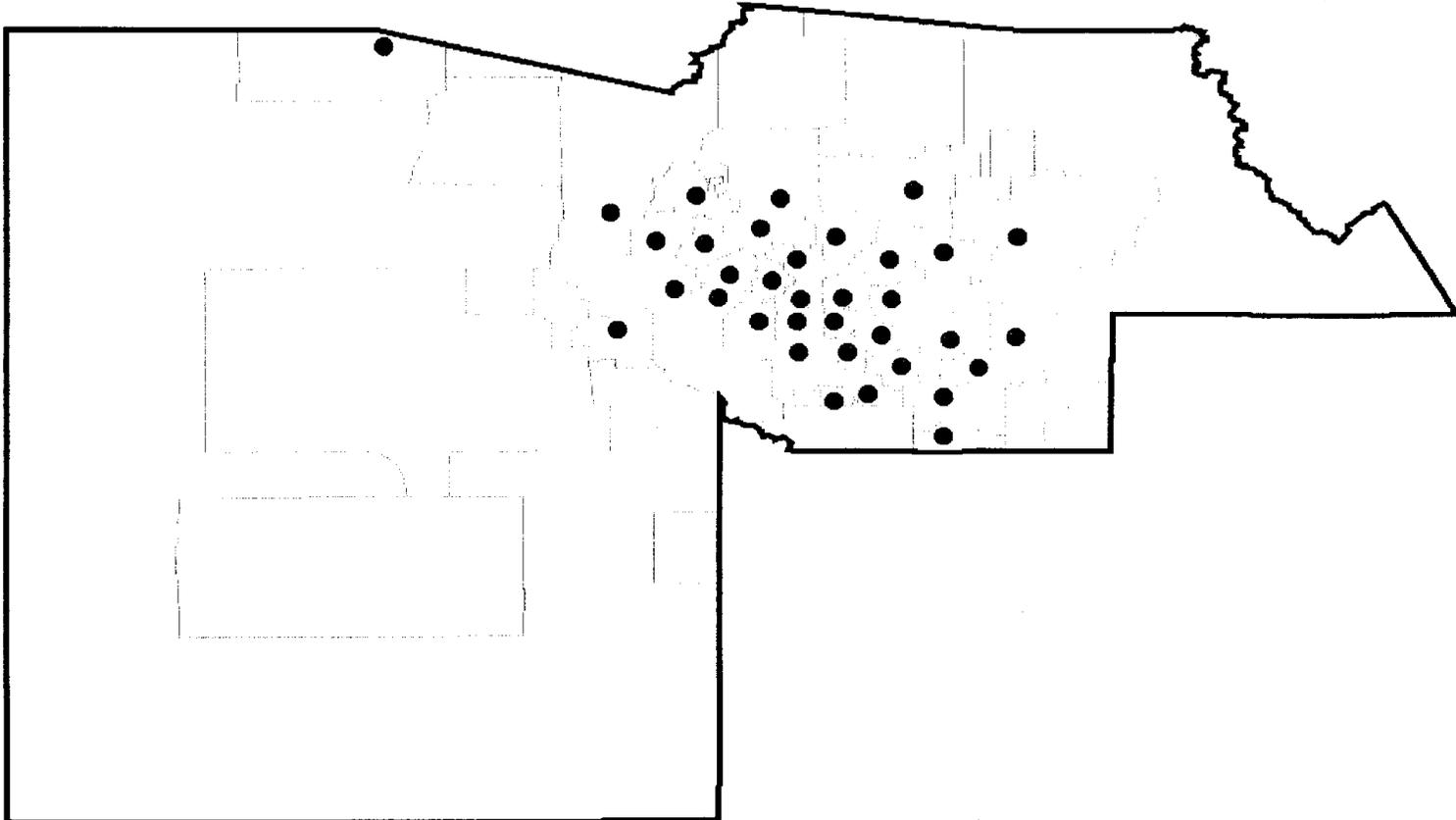
**MSA Wire Centers served with Known CLEC Fiber and Known CLEC Lit Buildings**

- Known CLEC Lit Buildings
- Competitive Fiber
- Qwest Service Territory with Wire Center Boundaries\*
- Qwest Wire Centers Served by Known CLEC Fiber
- Non-Qwest Service Territory

\*Qwest offers Special Access throughout its territory  
\*\*Information Based on Current Census/GIS Data

Figure - C

PHOENIX, AZ- MSA\*\*



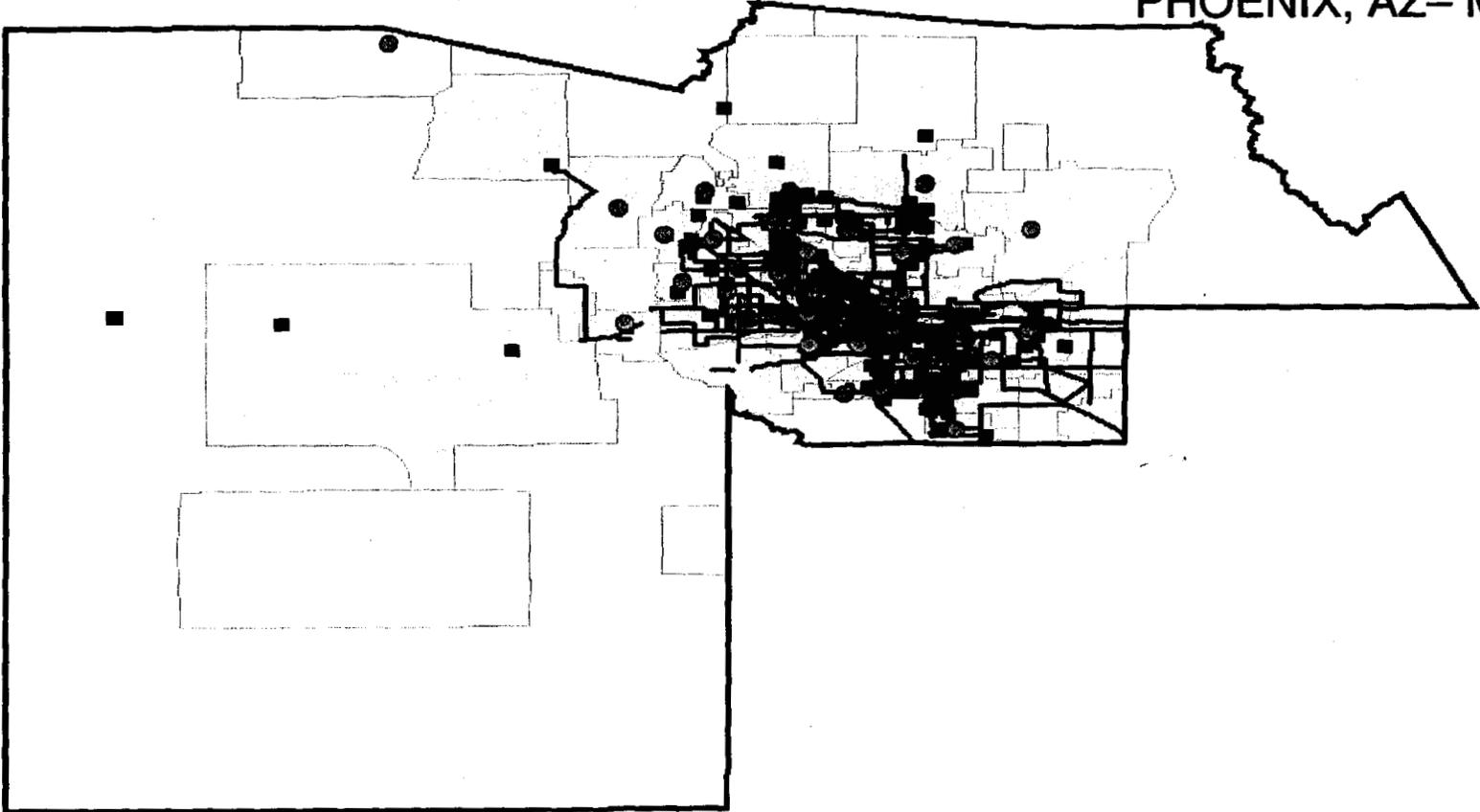
**Qwest Wire Centers With Existing or Potential Transport Linkages**

- COs with Known CLEC Fiber Collocations
- Qwest Wire Centers Served by Known CLEC Fiber
- Qwest Service Territory with Wire Center Boundaries\*
- Non-Qwest Service Territory

\*Qwest offers Special Access throughout its territory  
\*\*Information Based on Current Census/GIS Data

Figure - D

PHOENIX, AZ- MSA\*\*



**Existing and Potential CLEC Transport Linkages  
and Loops within Qwest Service Territory**

- Known CLEC Lit Buildings
- Competitive Fiber
- COs with Known CLEC Fiber Collocations
- ▨ Qwest Service Territory with Wire Center Boundaries\*
- ▩ Qwest Wire Centers Served by Known CLEC Fiber
- Non-Qwest Service Territory

\*Qwest offers Special Access throughout its territory  
\*\*Information Based on Current Census/GIS Data

Figure - E

**PHOENIX, AZ- MSA\*\***



Note: Special Access circuits located outside of the Qwest service area are jointly provisioned with another ILEC.

**Wire Centers served by CLECs  
Using Qwest Special Access**

- ▲ DS3 Special Access
- ▲ DS1 Special Access
- Qwest Service Territory with Wire Center Boundaries\*
- Qwest Wire Centers Served by Known CLEC Fiber
- Non-Qwest Service Territory

\*Qwest offers Special Access throughout its territory  
\*\*Information Based on Current Census/GIS Data

Figure - F

# PHOENIX, AZ- MSA\*\*



Note: Special Access circuits located outside of the Qwest service area are jointly provisioned with another ILEC.

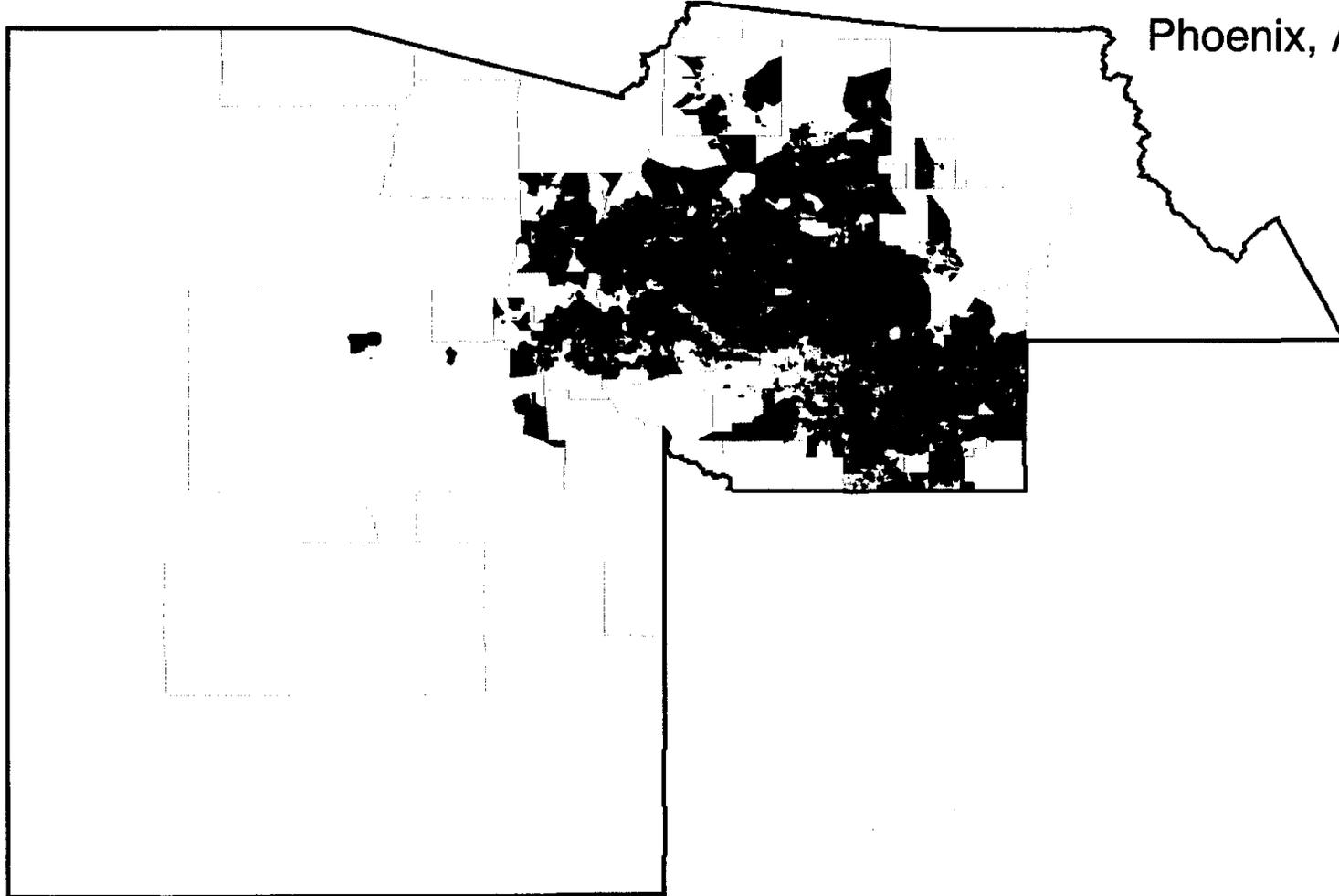
## MSA Wire Centers Served With Known CLEC Fiber and Lit Buildings and Qwest Special Access

- |   |                          |   |  |
|---|--------------------------|---|--|
| ■ | Known CLEC Lit Buildings | ▨ | Qwest Service Territory with Wire Center Boundaries* |
| — | Competitive Fiber        | ▩ | Qwest Wire Centers Served by Known CLEC Fiber        |
| ▲ | DS3 Special Access       | □ | Non-Qwest Service Territory                          |
| △ | DS1 Special Access       |   |  |

\*Qwest offers Special Access throughout its territory

\*\*Information Based on Current Census/GIS Data

Phoenix, AZ - MSA



### Cable Modem Service Coverage

Cable Modem Coverage Area



Singleplay

Doubleplay



Tripleplay



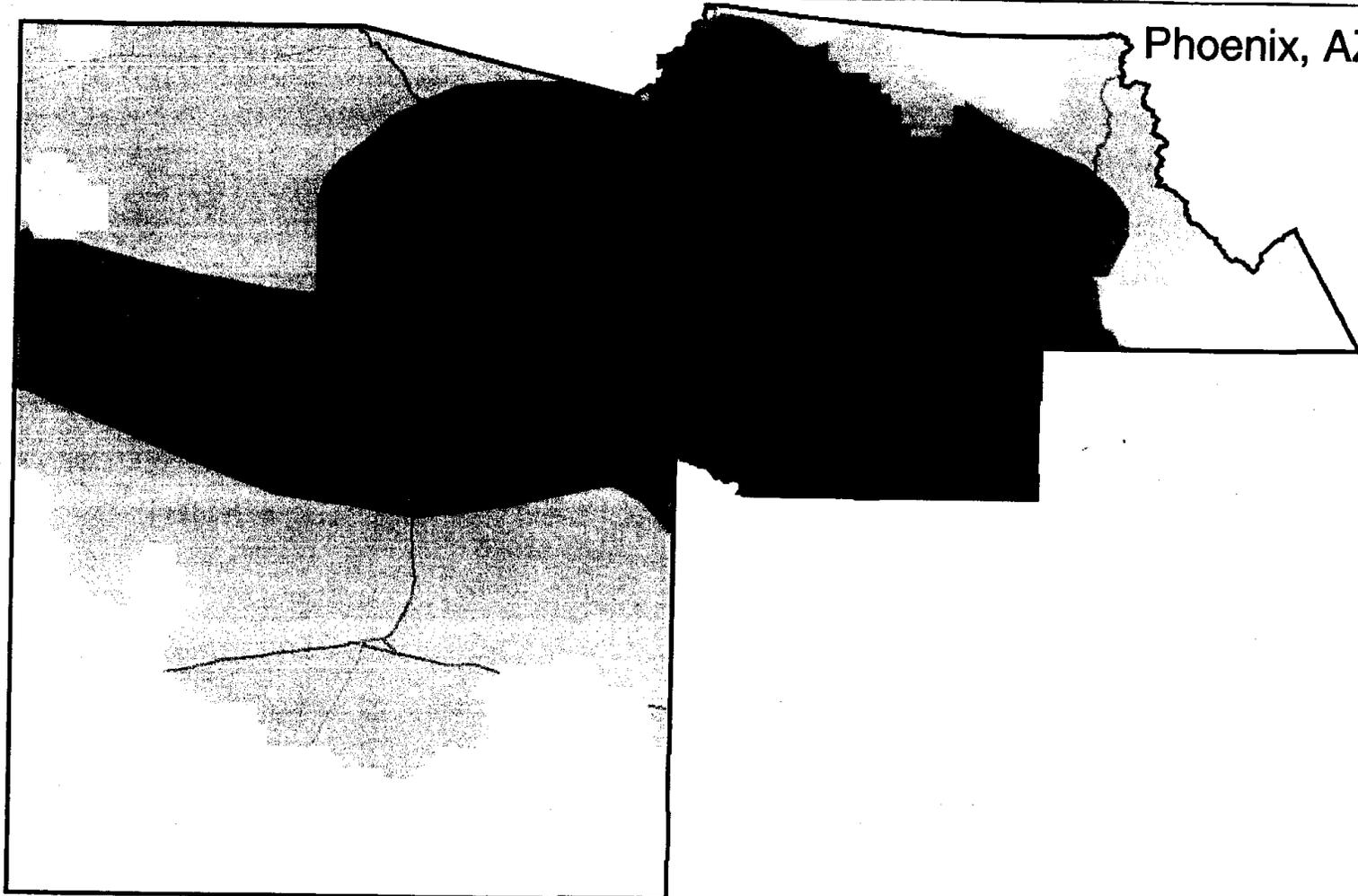
Qwest Service Territory with  
Wire Center Boundaries



Non-Qwest Service Territory

Figure - H

Phoenix, AZ - MSA



**Wireless Service Coverage  
By Number of Carriers**

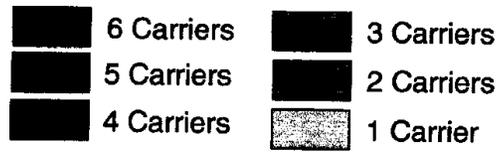


Figure - 1

PHOENIX, AZ—MSA\*\*

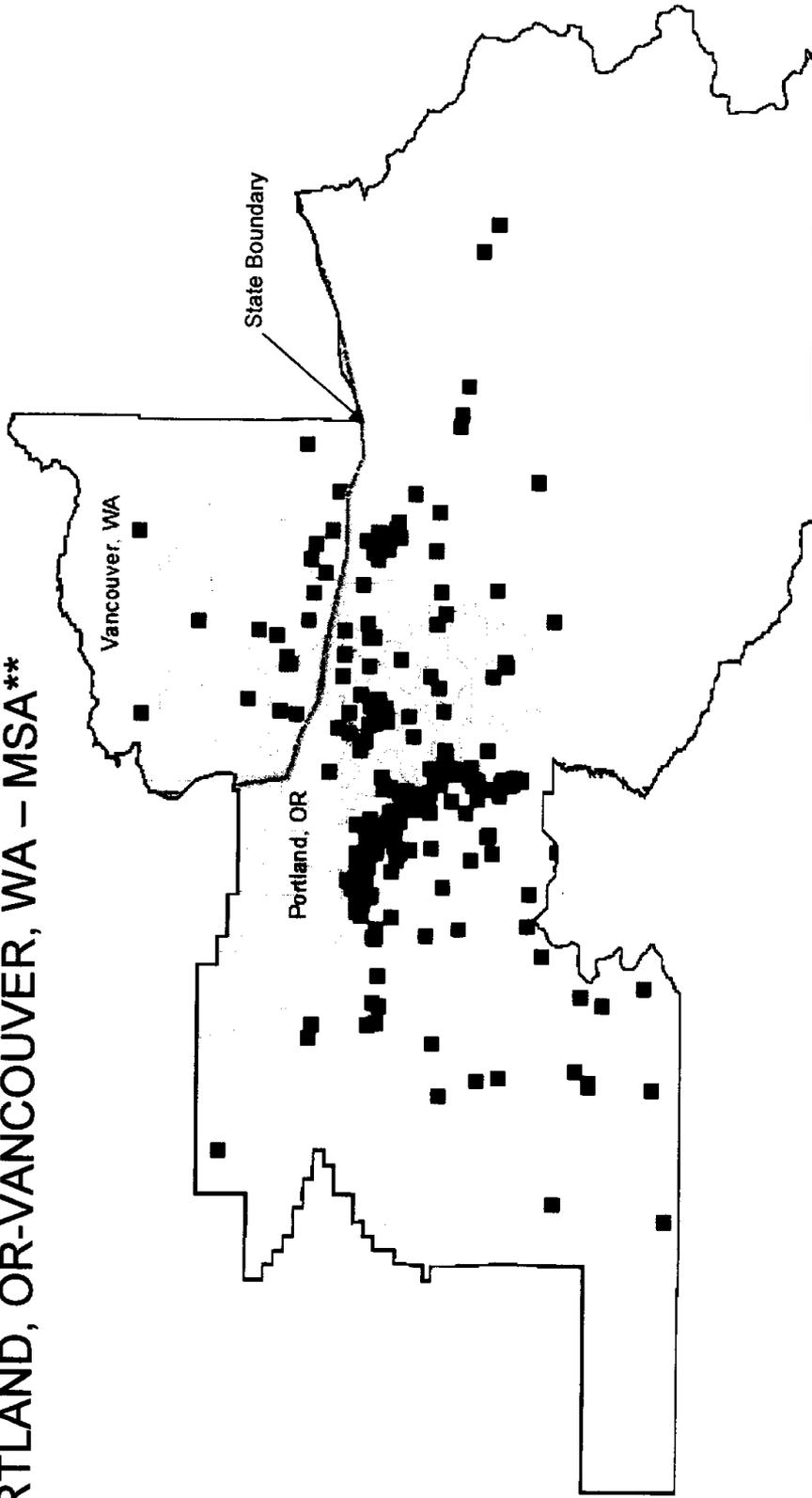
# Phoenix MSA Data

Phoenix MSA Wire Centers	50
Number of Phoenix MSA Wire Centers with Competitive Fiber	35
Percentage of Phoenix MSA Wire Centers with Competitive Fiber	70%
Number of Lit Buildings in the Phoenix MSA	731
Total Route Miles of Competitive Fiber in the Phoenix MSA	2396

\*Qwest offers Special Access throughout its territory

\*\*Information Based on Current Census/GIS Data

# PORTLAND, OR-VANCOUVER, WA – MSA\*\*



## Known CLEC Lit Buildings

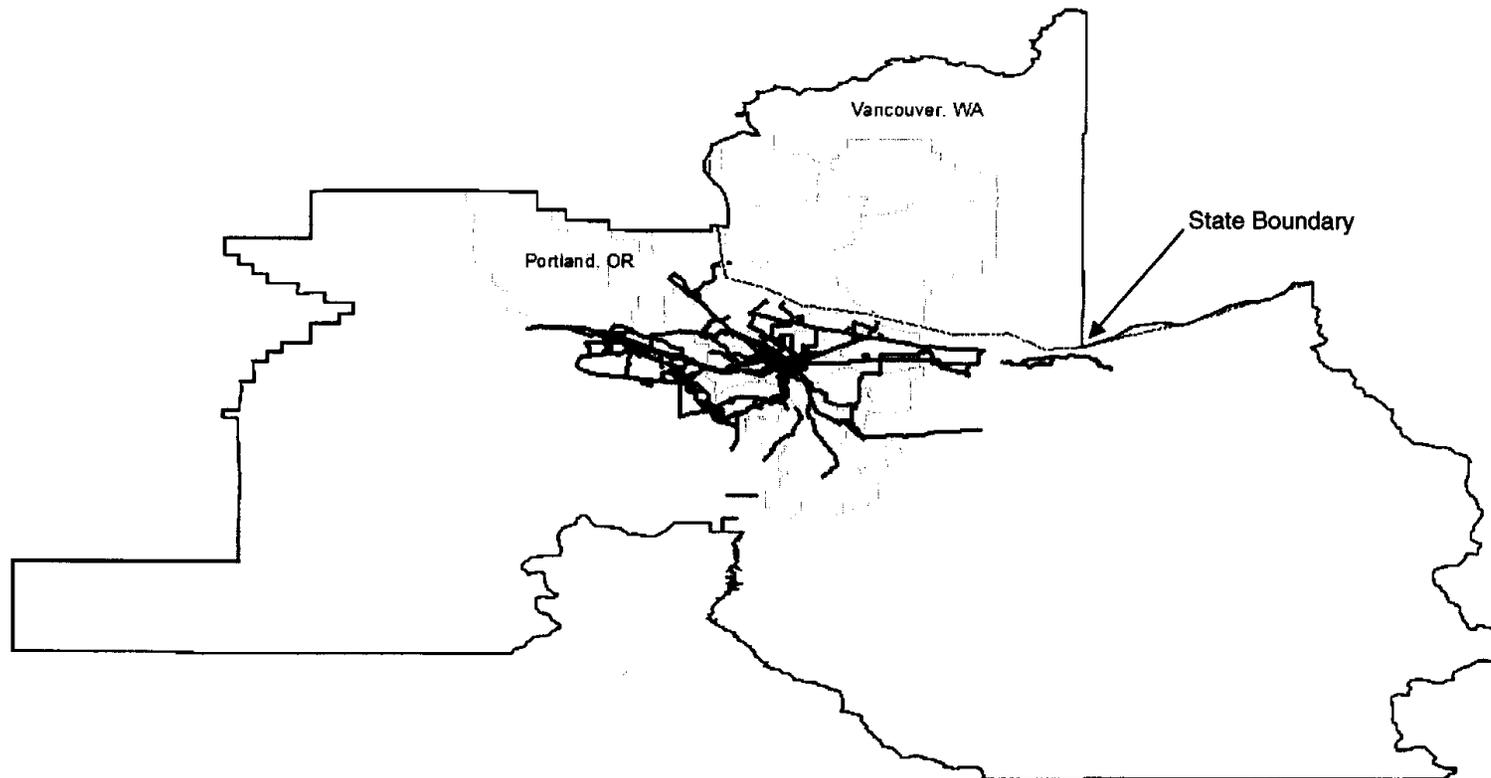
- Known CLEC Lit Buildings
- Qwest Service Territory with Wire Center Boundaries\*
- Qwest Wire Centers Served by Known CLEC Fiber
- Non-Qwest Service Territory

\*Qwest offers Special Access throughout its territory

\*\*Information Based on Current Census/GIS Data

Figure - A

# PORTLAND, OR-VANCOUVER, WA – MSA\*\*



## MSA Wire Centers Served by Known CLEC Fiber

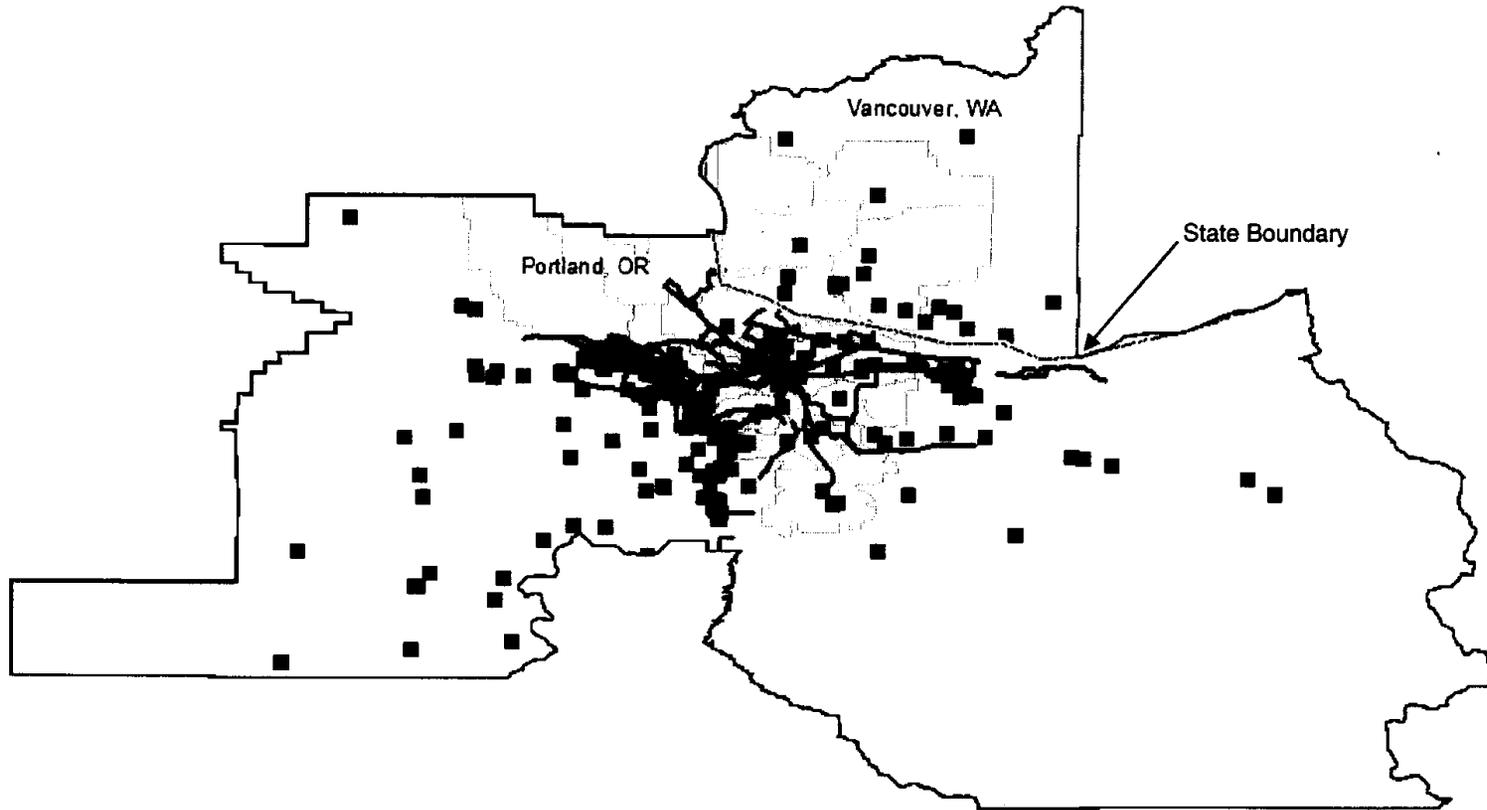
- Competitive Fiber
- Qwest Service Territory with Wire Center Boundaries\*
- Qwest Wire Centers Served by Known CLEC Fiber
- Non-Qwest Service Territory

\*Qwest offers Special Access throughout its territory

\*\*Information Based on Current Census/GIS Data

Figure – B

# PORTLAND, OR-VANCOUVER, WA – MSA\*\*



## MSA Wire Centers served with Known CLEC Fiber and Known CLEC Lit Buildings

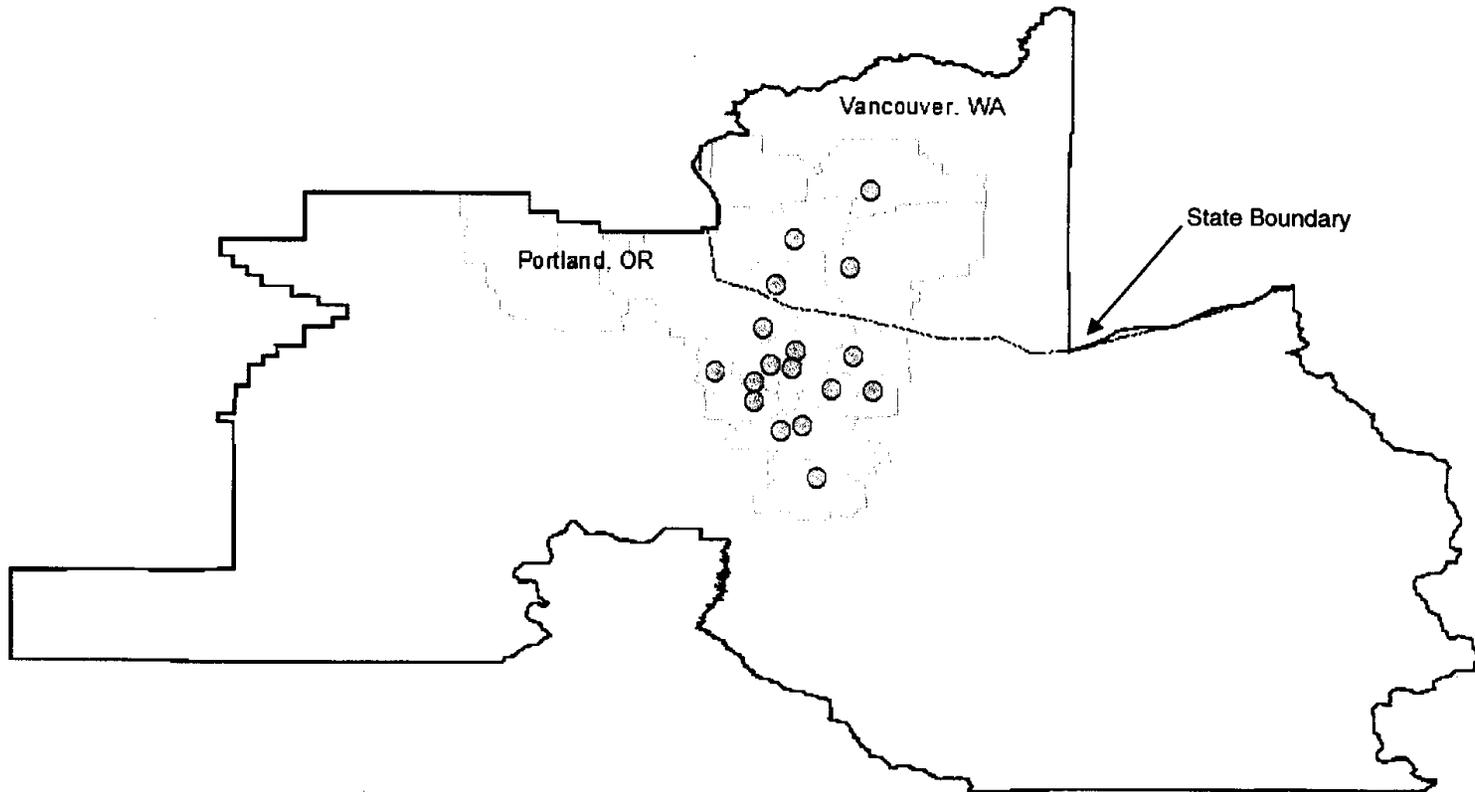
- Known CLEC Lit Buildings
- Competitive Fiber
- Qwest Service Territory with Wire Center Boundaries\*
- Qwest Wire Centers Served by Known CLEC Fiber
- Non-Qwest Service Territory

\*Qwest offers Special Access throughout its territory

\*\*Information Based on Current Census/GIS Data

Figure – C

# PORTLAND, OR-VANCOUVER, WA – MSA\*\*



## Qwest Wire Centers With Existing or Potential Transport Linkages

- COs with Known CLEC Fiber Collocations
- Qwest Wire Centers Served by Known CLEC Fiber
- Qwest Service Territory with Wire Center Boundaries\*
- Non-Qwest Service Territory

\*Qwest offers Special Access throughout its territory

\*\*Information Based on Current Census/GIS Data