

## QWEST MASTER SERVICES AGREEMENT

disclosing Party shall be entitled to seek equitable relief, including injunctive relief and specific performance in the event of any breach of the confidentiality provisions of this Agreement. Such remedies shall not be deemed to be the exclusive remedies for a breach of the confidentiality provisions of this Agreement, but shall be in addition to all other remedies available at law or in equity.

21.7 Nothing herein should be construed as limiting either Party's rights with respect to its own Proprietary Information or its obligations with respect to the other Party's Proprietary Information under Section 222 of the Act.

21.8 Nothing in this Agreement shall prevent either Party from disclosing this Agreement or the substance thereof to any third party after its execution.

22. **Waiver.** The failure of either Party to enforce any of the provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall, nevertheless, be and remain in full force and effect.

23. **Regulatory Approval.** Each party reserves its rights with respect to whether this Agreement is subject to Sections 251 and 252 of the Act. In the event the FCC, a state commission or any other governmental authority or agency rejects or modifies any material provision in this Agreement, either Party may immediately upon written notice to the other Party terminate this Agreement and any interconnection agreement amendment executed concurrently with this Agreement. If a Party is required by a lawful, binding order to file this Agreement or a provision thereof with the FCC or state regulatory authorities for approval or regulatory review, the filing party shall provide written notice to the other party of the existence of such lawful, binding order so that the other party may seek an injunction or other relief from such order. In addition, the filing party agrees to reasonably cooperate to amend and make modifications to the Agreement to allow the filing of the Agreement or the specific part of the Agreement affected by the order to the extent reasonably necessary.

24. **Notices.** Any notices required by or concerning this Agreement shall be in writing and shall be sufficiently given if delivered personally, delivered by prepaid overnight express service, sent by facsimile with electronic confirmation, or sent by certified mail, return receipt requested, or by email where specified in this Agreement to Qwest and CLEC at the addresses shown on the cover sheet of this Agreement.

25. **Force Majeure.** Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, power blackouts, volcanic action, other major environmental disturbances, or unusually severe weather conditions (collectively, a Force Majeure Event). Inability to secure products or services of other Persons or transportation facilities or acts or omissions of transportation carriers shall be considered Force Majeure Events to the extent any delay or failure in performance caused by these circumstances is beyond the Party's control and without that Party's fault or negligence. The Party affected by a Force Majeure Event shall give prompt notice to the other Party, shall be excused from performance of its obligations hereunder on a day to day basis to the extent those obligations are prevented by the Force Majeure Event, and shall use reasonable efforts to remove or mitigate the Force Majeure Event. In the event of a labor dispute or strike the Parties agree to provide service to each other at a level equivalent to the level they provide themselves.

26. **Governing Law.** This Agreement will be governed by, enforced and construed in accordance with the laws of the State of Colorado, excluding choice of law provisions, except to the extent that the Act or the telecommunications regulatory law of another jurisdiction applies to this Agreement.

### 27. **Dispute Resolution.**

27.1 If any claim, controversy or dispute between the Parties, their agents, employees, officers, directors or affiliated agents should arise, and the Parties do not resolve it in the ordinary course of their dealings ("Dispute"), then it shall be resolved in accordance with this Section. Each notice of default, unless cured within the applicable cure period, shall be resolved in accordance herewith. Dispute resolution under the procedures provided in this Section shall be the preferred, but not the exclusive remedy for all disputes between Qwest and CLEC arising out of this Agreement or its breach. Each Party reserves its rights to resort to any forum with competent jurisdiction, provided however that each Party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a trial by jury. Nothing in this Section shall limit the right of either Qwest or CLEC, upon meeting the requisite showing, to obtain provisional remedies (including injunctive relief) from a court before, during or after the pendency of any arbitration proceeding brought pursuant to this Section. Once a decision is reached by the arbitrator, however, such decision shall supersede any provisional remedy.

27.2 At the written request of either Party (the Resolution Request), and prior to any other formal dispute resolution proceedings, each Party shall within seven (7) calendar Days after such Resolution Request designate a director level employee or a representative with authority to make commitments to review, meet, and negotiate, in good faith, to resolve the Dispute. The Parties intend that these negotiations be conducted by non-lawyer, business representatives, and the locations, format, frequency, duration, and conclusions of these discussions shall be at the discretion of the representatives. By mutual agreement, the representatives may use other procedures, such as mediation, to assist in these negotiations. The discussions and correspondence among the representatives for the purposes of these negotiations shall be treated as Confidential Information developed for purposes of settlement, and shall be exempt from discovery and production, and shall not be admissible in any subsequent arbitration or other proceedings without the concurrence of both of the Parties.

27.3 If the director level representatives or the designated representative with authority to make commitments have not reached a resolution of the Dispute within fifteen (15) calendar Days after the Resolution Request (or such longer period as agreed to in writing by the Parties), then the Parties shall in good faith attempt to resolve the Dispute through vice-presidential representatives. If the vice-presidential representatives are unable to resolve the Dispute within thirty (30) Calendar Days after the Resolution Request (or such longer period as agreed to in writing by the Parties), then either Party may request that the Dispute be settled by arbitration. If either Party requests arbitration, the other Party shall be required to comply with that request and both Parties shall submit to binding arbitration of the Dispute as described in this Section. Notwithstanding the foregoing escalation timeframes, a Party may request that the Dispute of the type described in Section 27.3.1, below, be settled by arbitration two (2) calendar Days after the Resolution Request pursuant to the terms of Section 27.3.1. In any case, the arbitration proceeding shall be conducted by a single arbitrator, knowledgeable about the Telecommunications industry, unless the Dispute involves amounts exceeding five million (\$5,000,000) in which case the proceeding shall be conducted by a panel of three (3) arbitrators, knowledgeable about the Telecommunications industry. The arbitration proceedings shall be conducted under the then-current rules for commercial disputes of the American Arbitration Association (AAA) or J.A.M.S./Endispute, at the

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election of the Party that initiates dispute resolution. Such rules and procedures shall apply notwithstanding any part of such rules that may limit their availability for resolution of a Dispute. The Federal Arbitration Act, 9 U.S.C. Sections 1-16, not state law, shall govern the arbitrability of the Dispute. The arbitrator shall not have authority to award punitive damages. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. Each Party shall bear its own costs and attorneys' fees, and shall share equally in the fees and expenses of the arbitrator. The arbitration proceedings shall occur in the Denver, Colorado metropolitan area or in another mutually agreeable location. It is acknowledged that the Parties, by mutual, written agreement, may change any of these arbitration practices for a particular, some, or all Dispute(s).

27.3.1 All expedited procedures prescribed by the AAA or J.A.M.S./Endispute rules, as the case may be, shall apply to Disputes affecting the ability of a Party to provide uninterrupted, high quality services to its End User Customers, or as otherwise called for in this Agreement. A Party may seek expedited resolution of a Dispute if the vice-presidential level representative, or other representative with authority to make commitments, have not reached a resolution of the Dispute within two (2) calendar Days after the Resolution Request. In the event the Parties do not agree that a service-affecting Dispute exists, the Dispute resolution shall commence under the expedited process set forth in this Section 27, however, the first matter to be addressed by the arbitrator shall be the applicability of such process to such Dispute.

27.3.2 There shall be no discovery except for the exchange of documents deemed necessary by the arbitrator to an understanding and determination of the Dispute. Qwest and CLEC shall attempt, in good faith, to agree on a plan for such document discovery. Should they fail to agree, either Qwest or CLEC may request a joint meeting or conference call with the arbitrator. The arbitrator shall resolve any Disputes between Qwest and CLEC, and such resolution with respect to the need, scope, manner, and timing of discovery shall be final and binding.

### 27.3.3 Arbitrator's Decision

27.3.3.1 The arbitrator's decision and award shall be in writing and shall state concisely the reasons for the award, including the arbitrator's findings of fact and conclusions of law.

27.3.3.2 An interlocutory decision and award of the arbitrator granting or denying an application for preliminary injunctive relief may be challenged in a forum of competent jurisdiction immediately, but no later than ten (10) business days after the appellant's receipt of the decision challenged. During the pendency of any such challenge, any injunction ordered by the arbitrator shall remain in effect, but the enjoined Party may make an application to the arbitrator for appropriate security for the payment of such costs and damages as may be incurred or suffered by it if it is found to have been wrongfully enjoined, if such security has not previously been ordered. If the authority of competent jurisdiction determines that it will review a decision granting or denying an application for preliminary injunctive relief, such review shall be conducted on an expedited basis.

27.3.4 To the extent that any information or materials disclosed in the course of an arbitration proceeding contain proprietary, trade secret or Confidential Information of either Party, it shall be safeguarded in accordance with Section 21 of this Agreement, or if the Parties mutually agree, such other appropriate agreement for the protection of proprietary, trade secret or Confidential Information that the Parties negotiate. However, nothing in such negotiated agreement shall be construed to prevent either Party from disclosing the other Party's information to the arbitrator in connection with or in anticipation of an arbitration proceeding, provided, however, that the Party seeking to disclose the information shall first provide fifteen (15) calendar Days notice to the disclosing Party so that that Party, with the cooperation of the other Party, may seek a protective order from the arbitrator. Except as the Parties otherwise agree, or as the arbitrator for good cause orders, the arbitration proceedings, including hearings, briefs, orders, pleadings and discovery shall not be deemed confidential and may be disclosed at the discretion of either Party, unless it is subject to being safeguarded as proprietary, trade secret or Confidential Information, in which event the procedures for disclosure of such information shall apply.

27.4 No Dispute, regardless of the form of action, arising out of this Agreement, may be brought by either Party more than two (2) years after the cause of action accrues.

27.5 In the event of a conflict between this Agreement and the rules prescribed by the AAA or J.A.M.S./Endispute, this Agreement shall be controlling.

27.6 This Section does not apply to any claim, controversy or Dispute between the Parties, their agents, employees, officers, directors or affiliated agents concerning the misappropriation or use of intellectual property rights of a Party, including, but not limited to, the use of the trademark, tradename, trade dress or service mark of a Party.

28. **Headings.** The headings used in this Agreement are for convenience only and do not in any way limit or otherwise affect the meaning of any terms of this Agreement.

29. **Authorization.** Each Party represents and warrants that: (i) the full legal name of the legal entity intended to provide and receive the benefits and services under this Agreement is accurately set forth herein; (ii) the person signing this Agreement has been duly authorized to execute this Agreement on that Party's behalf; and (iii) the execution hereof is not in conflict with law, the terms of any charter, bylaw, articles of association, or any agreement to which such Party is bound or affected. Each Party may act in reliance upon any instruction, instrument, or signature reasonably believed by it to be authorized and genuine.

30. **Third Party Beneficiaries.** This Agreement will not provide any benefit or any remedy, claim, liability, reimbursement, claim of action, or other right in excess of those existing by explicit reference in this Agreement to any third party (including, without limitation, CLEC's Affiliates and End-Users.).

31. **Insurance.** Each Party shall at all times during the term of this Agreement, at its own cost and expense, carry and maintain the insurance coverage listed below with insurers having a "Best's" rating of B+XIII with respect to liability arising from its operations for which that Party has assumed legal responsibility in this Agreement. If a Party or its parent company has assets equal to or exceeding \$10,000,000,000, that Party may utilize an Affiliate captive insurance company in lieu of a "Best's" rated insurer. To the extent that the parent company of a Party is relied upon to meet the \$10,000,000,000

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asset threshold, such parent shall be responsible for the insurance obligations contained in this Section 31, to the extent its affiliated Party fails to meet such obligations.

31.1.1 Workers' Compensation with statutory limits as required in the state of operation and Employers' Liability insurance with limits of not less than \$100,000 each accident.

31.1.2 Commercial General Liability insurance covering claims for bodily injury, death, personal injury or property damage, including coverage for independent contractor's protection (required if any work will be subcontracted), products and/or completed operations and contractual liability with respect to the liability assumed by each Party hereunder. The limits of insurance shall not be less than \$1,000,000 each occurrence and \$2,000,000 general aggregate limit.

31.1.3 "All Risk" Property coverage on a full replacement cost basis insuring all of such Party's personal property situated on or within the Premises.

31.2 Each Party may be asked by the other to provide certificate(s) of insurance evidencing coverage, and thereafter shall provide such certificate(s) upon request. Such certificates shall (1) name the other Party as an additional insured under commercial general liability coverage; (2) provide thirty (30) calendar Days prior written notice of cancellation of, material change or exclusions in the policy(s) to which certificate(s) relate; (3) indicate that coverage is primary and not excess of, or contributory with, any other valid and collectible insurance purchased by such Party; and (4) acknowledge severability of interest/cross liability coverage.

**32. Communications Assistance Law Enforcement Act of 1994.** Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with the CALEA. Each Party shall indemnify and hold the other Party harmless from any and all penalties imposed upon the other Party for such noncompliance and shall at the non-compliant Party's sole cost and expense, modify or replace any equipment, facilities or services provided to the other Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA.

**33. Entire Agreement.** This Agreement (including all Service Exhibits, Attachments, and Rate Sheets, if any, and other documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of this Agreement 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 Agreement. Notwithstanding the foregoing, certain services used in combination with the Service provided under this Agreement may be provided by Qwest to CLEC under the terms and conditions of ICAs and SGATs, where CLEC has opted into an SGAT as its ICA, and nothing contained herein is intended by the parties to amend, alter, or otherwise modify those terms and conditions.

### **34. Proof of Authorization.**

34.1 Each Party shall be responsible for obtaining and maintaining Proof of Authorization (POA), as required by applicable federal and state law, as amended from time to time.

34.2 Each Party shall make POAs available to the other Party upon request. In the event of an allegation of an unauthorized change

or unauthorized service in accordance with all Applicable Laws and rules, the Party charged with the alleged infraction shall be responsible for resolving such claim, and it shall indemnify and hold harmless the other Party for any losses, damages, penalties, or other claims in connection with the alleged unauthorized change or service.

### **35. General Terms**

35.1 Qwest shall provide general repair and maintenance services on its facilities, including those facilities supporting Services purchased by CLEC under this Agreement, at a level that is consistent with other comparable services provided by Qwest.

35.2 In order to maintain and modernize the network properly, Qwest may make necessary modifications and changes to 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 transmission parameters that are within transmission limits of the service ordered by CLEC.

35.3 Miscellaneous Charges are defined in the Definitions Section. Miscellaneous Charges are in addition to nonrecurring and recurring charges. Miscellaneous Charges apply to activities CLEC requests Qwest perform, activities CLEC authorizes, or charges that are a result of CLEC's actions, such as cancellation charges.

### **35.4 Network Security.**

35.4.1 Protection of Service and Property. Each Party shall exercise the same degree of care to prevent harm or damage to the other Party and any third parties, its employees, agents or End User Customers, or their property as it employs to protect its own personnel, End User Customers and property, etc., but in no case less than a commercially reasonable degree of care.

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

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

35.4.4 Qwest shall not be liable for any losses, damages or other claims, including, but not limited to, uncollectible or unbillable revenues, resulting from accidental, erroneous, malicious, fraudulent or otherwise unauthorized use of services or facilities ("Unauthorized Use"), whether or not such Unauthorized Use could have been reasonably prevented by Qwest, except to the extent Qwest has been notified in advance by CLEC of the existence of such Unauthorized Use, and fails to take commercially reasonable steps to assist in stopping or preventing such activity.

### **36. Responsibility for Environmental Contamination**

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36.1 Neither Party shall be liable to the other for any costs whatsoever resulting from the presence or release of any Environmental Hazard that either Party did not introduce to the affected work location. Both Parties shall defend and hold harmless the other, its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from (i) any Environmental Hazard that the Indemnifying Party, its contractors or agents introduce to the work locations or (ii) the presence or release of any Environmental Hazard for which the Indemnifying Party is responsible under Applicable Law..

36.2 In the event any suspect materials within Qwest-owned, operated or leased facilities are identified to CLEC by Qwest to be asbestos containing, CLEC will ensure that to the extent any activities which it undertakes in the facility disturb such suspect materials, such CLEC activities will be in accordance with applicable local, state and federal environmental and health and safety statutes and regulations. Except for abatement activities undertaken by CLEC or equipment placement activities that result in the generation of asbestos-containing material, CLEC does not have any responsibility for managing, nor is it the owner of, nor does it have any liability for, or in connection with, any asbestos-containing material. Qwest agrees to immediately notify CLEC if Qwest undertakes any asbestos control or asbestos abatement activities that potentially could affect CLEC personnel, equipment or operations, including, but not limited to, contamination of equipment.

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### ADDENDUM 1 DEFINITIONS:

"Act" means the Communications Act of 1934 (47 U.S.C. 151 et. seq.), as amended.

"Affiliate" means a Person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term 'own' means to own an equity interest (or the equivalent thereof) of more than 10 percent.

"Applicable Law" means all laws, statutes, common law including, but not limited to, the Act, the regulations, rules, and final orders of the FCC, a state regulatory authority, and any final orders and decisions of a court of competent jurisdiction reviewing the regulations, rules, or orders of the FCC or a state regulatory authority.

"Bill Date" means the date on which a Billing period ends, as identified on the bill.

"Billing" involves the provision of appropriate usage data by one Carrier to another to facilitate Customer Billing with attendant acknowledgments and status reports. It also involves the exchange of information between Carriers to process claims and adjustments.

"Carrier" or "Common Carrier" See Telecommunications Carrier.

"Communications Assistance for Law Enforcement Act" or "CALEA" refers to the duties and obligations of Carriers under Section 229 of the Act.

"Confidential Information" means information, including but not limited to specifications, microfilm, photocopies, magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data, (i) furnished by one Party to the other Party dealing with business or marketing plans, End User Customer specific, facility specific, or usage specific information, other than End User Customer information communicated for the purpose of providing Directory Assistance or publication of directory database, or (ii) in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary", or (iii) communicated and declared to the receiving Party at the time of delivery, or by written notice given to the receiving Party within ten (10) calendar Days after delivery, to be "Confidential" or "Proprietary". Confidential information does not include information that: a) was at the time of receipt already known to the receiving Party free of any obligation to keep it confidential evidenced by written records prepared prior to delivery by the disclosing Party; b) is or becomes publicly known through no wrongful act of the receiving Party; c) is rightfully received from a third Person having no direct or indirect secrecy or confidentiality obligation to the disclosing Party with respect to such information; d) is independently developed without reference to or use of Confidential Information of the other Party; e) is disclosed to a third Person by the disclosing Party without similar restrictions on such third Person's rights; f) is approved for release by written authorization of the disclosing Party; g) is required to be disclosed by the receiving Party pursuant to Applicable Law or regulation provided that the receiving Party shall give sufficient notice of the requirement to the disclosing Party to enable the disclosing Party to seek protective orders.

"Customer" means the Person purchasing a Telecommunications Service or an Information service or both from a Carrier.

"Day" means calendar days unless otherwise specified.

"End User Customer" means a third party retail Customer that subscribes to a Telecommunications Service and/or Information Service provided by either of the Parties or by another Carrier or by two (2) or more Carriers.

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"Environmental Hazard" means any substance the presence, use, transport, abandonment or disposal of which (i) requires investigation, remediation, compensation, fine or penalty under any Applicable Law (including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act, Superfund Amendment and Reauthorization Act, Resource Conservation Recovery Act, the Occupational Safety and Health Act and provisions with similar purposes in applicable foreign, state and local jurisdictions) or (ii) poses risks to human health, safety or the environment (including, without limitation, indoor, outdoor or orbital space environments) and is regulated under any Applicable Law.

"FCC" means the Federal Communications Commission.

"Information Service" is the offering of a capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing, or making available information via telecommunications, and includes electronic publishing, but does not include any use of any such capability for the management, control, or operation of a telecommunications system or the management of a telecommunications service.

"Local Exchange Carrier" or "LEC" means any Carrier that is engaged in the provision of telephone Exchange Service or Exchange Access. Such term does not include a Carrier insofar as such Carrier is engaged in the provision of Commercial Mobile Radio Service under Section 332(c) of the Act, except to the extent that the FCC finds that such service should be included in the definition of such term.

"Miscellaneous Charges" mean cost-based charges that Qwest may assess in addition to recurring and nonrecurring rates set forth in the rate sheet, for activities CLEC requests Qwest to perform, activities CLEC authorizes, or charges that are a result of CLEC's actions, such as cancellation charges, additional labor and maintenance. Miscellaneous Charges are not already included in Qwest's recurring or nonrecurring rates. Miscellaneous Charges shall be contained in or referenced in the rate sheet.

"Non-common carrier" is a carrier whose practice is to make individualized decisions, in particular cases, whether and on what terms to deal, and who is under no compulsion to offer its services indifferently.

"Operational Support Systems" or "OSS" mean pre-ordering, provisioning, maintenance, repair and billing systems.

"Order Form" means service order request forms issued by Qwest, as amended from time to time.

"Party" means either Qwest or CLEC and "Parties" means Qwest and CLEC.

"Person" is a general term meaning an individual or association, corporation, firm, joint-stock company, organization, partnership, trust or any other form or kind of entity.

"Premises" refers to Qwest's Central Offices and Serving Wire Centers; all buildings or similar structures owned, leased, or otherwise controlled by Qwest that house its network facilities; all structures that house Qwest facilities on public rights-of-way, including but not limited to vaults containing loop concentrators or similar structures; and all land owned, leased, or otherwise controlled by Qwest that is adjacent to these Central Offices, Wire Centers, buildings and structures.

"Proof of Authorization" or "POA" shall consist of verification of the End User Customer's selection and authorization adequate to document the End User Customer's selection of its local service provider and may take the form of a third party verification format.

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"Proprietary Information" shall have the same meaning as Confidential Information.

"Provisioning" involves the exchange of information between Carriers where one executes a request for a set of products and services from the other with attendant acknowledgments and status reports.

"Public Switched Network" includes all Switches and transmission facilities, whether by wire or radio, provided by any Common Carrier including LECs, IXCs and CMRS providers that use the North American Numbering Plan in connection with the provision of switched services.

"Service" means the Qwest services provided to CLEC pursuant to any Service Exhibit attached hereto.

"Service Exhibits" means the descriptions, terms, and conditions relating to specific services provided under this Agreement attached hereto as an exhibit.

"Serving Wire Center" denotes the Wire Center from which dial tone for local exchange service would normally be provided to a particular Customer premises.

"Switch" means a switching device employed by a Carrier within the Public Switched Network. Switch includes but is not limited to End Office Switches, Tandem Switches, Access Tandem Switches, Remote Switching Modules, and Packet Switches. Switches may be employed as a combination of End Office/Tandem Switches.

"Tariff" as used throughout this Agreement refers to Qwest interstate Tariffs and state Tariffs, price lists, and price schedules.

"Telecommunications Carrier" means any provider of Telecommunications Services, except that such term does not include aggregators of Telecommunications Services (as defined in Section 226 of the Act). A Telecommunications Carrier shall be treated as a Common Carrier under the Act only to the extent that it is engaged in providing Telecommunications Services, except that the FCC shall determine whether the provision of fixed and mobile satellite service shall be treated as common carriage.

"Telecommunications Services" means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

"Telephone Exchange Service" means a service within a telephone exchange, or within a connected system of telephone exchanges within the same exchange area operated to furnish to End User Customers intercommunicating service of the character ordinarily furnished by a single exchange, and which is covered by the exchange service charge, or comparable service provided through a system of Switches, transmission equipment or other facilities (or combinations thereof) by which a subscriber can originate and terminate a Telecommunications Service.

"Title I" refers to Title I of the Communications Act of 1934, as amended, 47 U.S.C. § 151 *et seq.*

"Wire Center" denotes a building or space within a building that serves as an aggregation point on a given Carrier's network, where transmission facilities are connected or switched. Wire Center can also denote a building where one or more Central Offices, used for the provision of basic exchange telecommunications services and access services, are located.

Terms not otherwise defined here but defined in the Act and the orders and the rules implementing the Act or elsewhere in the Agreement, shall have the meaning defined there. The definition of terms that are included here and are also defined in the Act, or its implementing orders or rules, are

intended to include the definition as set forth in the Act and the rules implementing the Act.

## Qwest Commercial DS0 Loop Facility MSA SERVICE EXHIBIT 1

WHEREAS both CLEC and Qwest acknowledge the FCC's Memorandum Opinion and Order (FCC 05-170), effective September 16, 2005, which terminated Qwest's obligation in certain Omaha Nebraska Wire Centers to provide Loop elements under the Communications Act (the "Act"); and

WHEREAS the DS0 Capable Loop element was previously and ubiquitously provided pursuant to the rates, terms and conditions of CLEC's Interconnection Agreement (ICA), and

WHEREAS CLEC desires to install new and/or retain existing DS0 Loop Facility services purchased under the terms, conditions, and rates of this Master Services Agreement (MSA), and

WHEREAS Qwest elects to continue offering DS0 Loop Facilities, including the Loop element, technically and functionally equivalent to the DS0 Unbundled Loop services that were previously available in these certain Wire Centers, and

WHEREAS Qwest and CLEC agree that all terms, conditions, and rates of this MSA and Exhibits continue to govern purchases of DS0 Loop Facilities except as identified and/or excepted herein,

Now, therefore, in consideration of the terms and conditions contained herein, CLEC and Qwest hereby mutually agree as follows:

- 1.0 Qwest shall provide DS0 Loop Facility offerings according to the following terms and conditions. CLEC may use DS0 Loop Facilities to provide DS0 telecommunications services, information services, or both. The parties will comply with CFR 47 Section 51.319(a)(2) and 51.319(a)(3) where Qwest offers local service via Hybrid loops and Fiber-to-the-Home and Fiber-to-the-Curb loops, respectively.

### 1.1 General DS0 Loop Facility Description

The DS0 Loop Facility 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 DS0 Loop Facility includes all features, functions, and capabilities of such transmission facility. Those features, functions, and capabilities include, but are not limited to, attached electronics (except those electronics used for the provision of Advanced Services, such as Digital Subscriber Line Access Multiplexers), and line conditioning. Qwest will provision Commercial DS0 Loop Facilities using the specifications in the Technical Publication 77384. Refer to that document for more information.

1.1.1 "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.

### 1.2 Terms and Conditions

1.2.1 Qwest shall provide CLEC, on a non-discriminatory basis, DS0 Loop Facilities, (separate 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 DS0 Loop Facilities that have a retail analog, Qwest will provide these DS0 Loop Facilities in substantially the same time and manner as Qwest provides to its own End Users. DS0 Loop Facilities shall be provisioned in accordance with the Commercial Standard Interval Guide, with the performance metrics set forth in

Section X below and with a minimum of service disruption.

1.2.1.1 Use of the word "capable" to describe Loop Facilities in Section 1 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.

1.2.1.2 Use of the word "compatible" to describe Loop Facilities in Section 1 means the Loop Facility 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.

1.2.2 Analog (Voice Grade) DS0 Loop Facilities. Analog (voice grade) DS0 Loop Facilities 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.

1.2.2.1 If Qwest uses Integrated Digital Loop Carrier (IDLC) systems to provide the Loop Facility, 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 DS0 Loop 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 a DS0 Loop Facility. If no such facilities are available, Qwest will make every feasible effort to remove the IDLC in order to provide the DS0 Loop Facility for CLEC.

1.2.2.1.1 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 available 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 costs to provide such information or access mediation.

1.2.3 Digital Capable DS0 Loop Facilities - Basic Rate (BRI) ISDN Capable Loop Facilities, 2/4 Wire Non-Loaded Loop Facilities, ADSL Compatible Loop Facilities and xDSL-1 Capable Loop Facilities. Digital Capable DS0 Loop Facilities are transmission paths capable of carrying specifically formatted and line coded digital signals. DS0 Digital Loop Facilities may be provided using a variety of transmission

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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 Capable DS0 Loop facilities in a non-discriminatory manner, using the same facilities assignment processes that Qwest uses for itself. Digital Capable Loop Facilities may use a single or multiple transmission technologies. DC continuity does not apply to Digital Capable Loop Facilities. If conditioning (Cable Unloading and Bridged Tap Removal) is required, then CLEC shall be charged for such conditioning as set forth in Exhibit A if it authorized Qwest to perform such conditioning.

1.2.3.1 If CLEC orders a 2/4 wire non-loaded or ADSL compatible DS0 Loop Facility 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 no copper facility capable of supporting the requested service is available, then Qwest will reject the order.

1.2.4 Non-Loaded Loops. CLEC may request that Qwest provide a non-loaded DS0 Loop Facility. 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 DS0 Loop Facility installation nonrecurring charge.

1.2.5 When CLEC requests a Basic Rate ISDN capable or an xDSL-I capable Loop Facility, 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 Facility. Extension Technology may be required in order to bring the circuit to the specifications necessary to accommodate the intended 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. The ISDN Capable Loop Facility may also require conditioning (e.g., removal of load coils or Bridged Taps).

1.2.6 Qwest is not obligated to provision DS0 Digital Loop Facilities to End User Customers in areas served exclusively by Loop facilities or transmission equipment that are not compatible with the intended service.

1.2.7 Loop Qualification Tools. Qwest offers five (5) Loop qualification tools: the ADSL Loop Qualification Tool, Raw Loop Data Tool, POTS Conversion to DS0 Loop Facility 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.

1.2.7.1 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 77399.

1.2.7.2 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 [www.ecom.qwest.com](http://www.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, Bridged Taps length by segment, Bridged Taps offset distance, load coil type, number of loads, and pair gain type.

1.2.7.3 POTS Conversion to DS0 Loop Facility Tool. The POTS Conversion to DS0 Loop Facility 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.

1.2.7.4 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.

1.2.7.5 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.

1.2.8 Provisioning Options. Six (6) Provisioning options are available for DS0 Loop Facility 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 the applicable Qwest Technical Publication.

1.2.8.1 Basic Installation. Basic Installation may be ordered for new or existing DS0 Loop Facilities. Upon completion, Qwest will call CLEC to notify CLEC that the Qwest work has been completed.

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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.

1.2.8.3 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 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.

1.2.8.3.1 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 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.

1.2.8.3.2 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

1.2.8.1.1 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.

1.2.8.1.2 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.

1.2.8.1.3 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 the Commercial Solutions Service Interval Guide (SIG). Quick Loop installation without LNP 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 separating an existing circuit from an IDLC to a copper alternative.

1.2.8.2 Basic Installation with Performance Testing. Basic Installation with Performance Testing may be ordered for new or existing DS0 Loop Facilities.

1.2.8.2.1 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.

1.2.8.2.2 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.

1.2.8.2.1 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

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for any Provisioning test not defined in the applicable Qwest Technical Publication.

1.2.8.4 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.

1.2.8.4.1 For an existing DS0 Loop Facility this Coordinated Installation without Cooperative Testing is a "lift and lay" procedure without a field dispatch, that offers CLEC the ability to coordinate the conversion activity. The Qwest Implementor advises CLEC when the "lift and lay" procedure is complete.

1.2.8.4.2 For new DS0 Loop Facilities, 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 testing 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.

1.2.8.5 Basic Installation with Cooperative Testing. Basic Installation with Cooperative Testing may be ordered for new or existing DS0 Loop Facilities.

1.2.8.5.1 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.

1.2.8.5.2 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.

1.2.8.5.3 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.

1.2.9.6 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

1.2.9.7 Project Coordinated Installation: A Project Coordinated Installation permits CLEC to obtain a coordinated installation for DS0 Loop Facilities with or without LNP, where CLEC orders

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twenty-five (25) or more DS0 Loop Facilities.

1.2.9.7.1 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 and the possibility of other CLECs requesting the same FDT in the same Central Office must be reviewed. In the event that any of these situations would occur, Qwest will negotiate with CLEC for an agreed upon DD, prior to issuing the Firm Order Confirmation (FOC). In special cases where CLEC is ordering DS0 Loop Facility with LNP, the FDT must be agreed upon,

1.2.9.7.2 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.

1.2.9.7.3 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 DS0 Loop Facilities are 8:00 a.m. to 5:00 p.m., Monday through Friday. The rates for coordinated installations are set forth in Exhibit A.

1.2.9.7.4 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.

1.2.9.7.5 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. If the problem cannot be corrected within an acceptable timeframe to CLEC, 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.

1.2.9.7.6 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.

1.2.10 In order to properly maintain and modernize the network, Qwest may make necessary modifications and changes to DS0 Loop Facilities and ancillary and Finished Services in its network on an as needed basis. Such changes may result in minor changes to transmission parameters.

1.2.11 If there is a conflict between an End User (or its respective agent) and CLEC regarding the disconnection or Provisioning of DS0 Loop Facilities, Qwest will advise the End User to contact CLEC, and Qwest will initiate contact with CLEC.

1.2.13 Facilities and lines Qwest furnishes on the premises of CLEC's End User up to and including the Loop Demarcation Point are the property of Qwest. Qwest shall have reasonable access to all such facilities for network management purposes. Qwest will coordinate entry dates and times with appropriate CLEC personnel to accommodate testing, inspection, repair and maintenance of such facilities and lines. CLEC will not inhibit Qwest's employees and agents from entering said premises to test, inspect, repair and maintain such facilities and lines in connection with such purposes or, upon termination or cancellation of the DS0 Loop Facility service, to remove such facilities and lines. Such entry is restricted to testing, inspection, repair and maintenance of Qwest's property in that facility. Entry for any other purpose is subject to audit provisions in the Audit section of this Agreement.

1.2.14 Reuse of Loop Facilities

1.2.14.1 When an End User contacts Qwest with a request to convert their local service from CLEC to Qwest, Qwest will notify CLEC of the loss of the End User, and will disconnect the Loop Qwest provided to CLEC. Qwest will disconnect the Loop only where Qwest has obtained proper Proof of Authorization.

1.2.14.2 When CLEC contacts Qwest with a request to convert an End User from their current CLEC (old CLEC) to them (new CLEC), new CLEC is responsible for notifying old CLEC of the conversion. Qwest will disconnect the Loop Qwest provided old CLEC and, at new CLEC request, where technically compatible, will reuse the Loop for the service requested by new CLEC (e.g., resale service).

1.2.14.3 When CLEC contacts Qwest with a request to convert an End User from Qwest to CLEC, Qwest will reuse the existing Loop facilities for the service requested by CLEC to the extent those facilities are technically compatible with the service to be provided. Upon CLEC request, Qwest will condition the existing Loop in accordance with the rates set forth in Exhibit A.

1.2.14.4 Upon completion of the disconnection

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of the Loop, Qwest will send a Loss Notification report to the original competitive Carrier signifying completion of the loss.

### 1.3 Rate Elements

The following recurring and nonrecurring rates for DS0 Loop Facilities are set forth in Exhibit A of this Agreement. Recurring charges vary based on CLEC selected installation options, conditioning, and extension technology.

1.3.1 2/4 Wire Analog Loop Facility (Voice Grade) Recurring and Nonrecurring rates.

1.3.2 2/4 Wire Non-Loaded Loop Facility Recurring and Nonrecurring rates.

1.3.3 Conditioning Nonrecurring rates 2/4 wire non-loaded Loops, Basic Rate (BR!) ISDN, ADSL Compatible Loop and xDSL-I Capable Loop, as requested and approved by CLEC.

1.3.4 Miscellaneous Charges, as provided in Exhibit A may apply.

1.3.5 Out of Hours Coordinated Installations.

1.3.5.1 For purposes of service installation, Qwest's installation hours are 8:00 a.m. to 5:00 p.m., Monday through Friday.

1.3.5.2 For coordinated installations scheduled to commence Out of Hours, or rescheduled by CLEC to commence Out of Hours, CLEC will incur additional charges for the Out of Hours coordinated installation as set forth in Exhibit A.

1.3.6 At any time, effective upon notification via the standard commercial notification process, Qwest may: withdraw availability of new Service installation; modify the Service, and/or any of the terms and conditions contained in the Qwest Wholesale PCAT; and/or modify rates or charges.

1.3.6.1 Upon thirty (30) calendar days notice via the standard commercial notification process, Qwest may: increase monthly recurring charges (MRCs) and/or non-recurring charges (NRCs); and/or withdraw availability of existing Services. Qwest may reduce the foregoing notice period where commercially reasonable and/or if such increase is based upon Regulatory Activity.

### 1.4 Ordering Process

1.4.1 DS0 Loop Facilities are ordered via an LSR. Detailed ordering processes are found on the Qwest wholesale website.

1.4.2 Prior to placing orders on behalf of the End User, CLEC shall be responsible for obtaining and have in its possession a Proof of Authorization.

1.4.3 Based on the pre-order Loop make-up, CLEC can determine if the circuit can meet the technical parameters for the specific service CLEC intends to offer.

1.4.3.1 Before submitting an order for a 2/4 wire non-loaded Loop, ADSL compatible Loop, ISDN capable Loop or xDSL-I capable Loop, CLEC should use one of Qwest's Loop make-up tools available via IMA-EDI, IMA-GUI, or the web-based application interface to obtain specific information about the Loop Facility CLEC seeks to order.

1.4.3.1.1 Based on the Loop make up information provided through Qwest tools, CLEC must determine whether conditioning is required to provide the service it intends to offer. If Loop conditioning is required, CLEC may authorize Qwest to perform such Loop conditioning on its LSR. If CLEC does not pre-approve Loop conditioning, Qwest will assume that CLEC has determined that Loop conditioning is not necessary to provide the service CLEC seeks to offer. If CLEC or Qwest determines that conditioning is necessary, and CLEC authorizes Qwest to perform the conditioning, Qwest will perform the conditioning. CLEC will be charged for the conditioning in accordance with the rates in Exhibit A. If Qwest determines that conditioning is necessary and CLEC has not previously authorized Qwest to perform the conditioning on the LSR, Qwest will send CLEC a rejection notice indicating the need to obtain approval for conditioning. The CLEC must submit a revised LSR before the conditioning work will commence. Once Qwest receives the revised LSR, the fifteen (15) business day conditioning interval will begin.

1.4.3.1.2 For a 2/4 wire non-loaded Loop, ADSL compatible Loop, ISDN capable Loop or xDSL-I capable Loop, Qwest will return a Firm Order Confirmation (FOC) to CLEC within 72 hours from receipt of a valid and accurate LSR. Return of such FOC will indicate that Qwest has identified a Loop assignment. Such FOC will provide CLEC with a firm Due Date commitment or indication that appropriate facilities are not available to fill CLEC's order.

1.4.3.1.2.1 If CLEC has pre-approved Loop conditioning, and conditioning is not necessary, Qwest will return the FOC with the standard interval (i.e. five (5) days).

1.4.3.1.2.2 If CLEC has not pre-approved Loop

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conditioning and Qwest determines that the Loop contains load coils, Qwest will notify CLEC via a reject notification. CLEC must submit and wait for a new version of the LSR approving Loop conditioning. In this scenario, the application date will correspond to date the new version is received by Qwest.

1.4.4 Installation intervals for all DS0 Loop Facilities are defined in the Commercial Solutions SIG. The interval will start when Qwest receives a complete and accurate LSR. The LSR date is considered the start of the service interval if the order is received prior to 7:00 p.m. For service requests received after 7:00 p.m., the service interval will begin on the next business day.

1.4.4.1 When CLEC places an order for a DS0 Loop Facility with Qwest that is complete and accurate, Qwest will reply to CLEC with a Firm Order Confirmation within the time specified the Commercial Solutions SIG. The Firm Order Confirmation will contain the Due Date that specifies the date on which Qwest will provision the Loop. Qwest will implement adequate processes and procedures to assure the accuracy of the commitment date. If Qwest must make changes to the commitment date, Qwest will promptly issue a jeopardy notification to CLEC that will clearly state the reason for the change in commitment date. Qwest will also submit a new Firm Order Confirmation that will clearly identify the new Due Date.

1.4.5 Installation intervals for DS0 Loop Facilities apply when Qwest has facilities or network capacity available.

1.4.6 Upon CLEC request, Qwest will convert special access or private line circuits to DS0 Loop Facilities, provided the service originates at the CLEC Collocation in the Serving Wire Center.

1.4.8 When ordering DS0 Loop Facilities, CLEC is responsible for obtaining or providing facilities and equipment that are compatible with the service CLEC seeks to provide.

1.4.9 The installation interval for Digital Capable DS0 Loop Facilities depends on the need to condition the Loop.

1.4.9.1 When load coils and Bridged Taps do not exist, CLEC may request the standard Due Date interval, which will apply upon submission of a complete and accurate LSR.

1.4.1 When load coils and/or Bridged Taps do exist, CLEC will request the minimum fifteen (15) business days Desired Due Date. CLEC can determine the existence of load coils or Bridged Taps by using one of the Loop make-up tools. CLEC may pre-approve line conditioning on the LSR and, by doing so, CLEC agrees to pay any applicable conditioning charges. If CLEC did not

request the fifteen (15) day interval and Qwest determines that conditioning is required, then the fifteen (15) business day interval starts when the need for conditioning is identified and CLEC approves the conditioning charges.

1.4.10 Out of Hours Coordinated Installations.

1.4.10.1 For purposes of this Section, Qwest's standard installation hours are 8:00 a.m. to 5:00 p.m., Monday through Friday. Installations requested outside of these hours are considered to be Out of Hours Installations.

1.4.10.2 CLEC may request an Out of Hours Coordinated Installation outside of Qwest's standard installation hours.

1.4.10.3 To request Out of Hours Coordinated Installations, CLEC will submit an LSR designating the desired appointment time. CLEC must specify an Out of Hours Coordinated Installation in the Remarks section of the LSR.

1.4.10.4 The date and time for Out of Hours Coordinated Installations may need to be negotiated between Qwest and CLEC because of system downtime and the possibility of other CLECs requesting the same appointment times in the same Switch (Switch contention).

### 1.5 Maintenance and Repair

1.5.1 CLEC is responsible for its own End User base and will have the responsibility for resolution of any service trouble report(s) from its End Users. CLEC will perform trouble isolation on the DS0 Loop Facility and any associated ancillary services prior to reporting trouble to Qwest. CLEC shall have access for testing purposes at the NID or Loop Demarcation Point. Qwest will work cooperatively with CLEC to resolve trouble reports when the trouble condition has been isolated and found to be within a portion of Qwest's network. Qwest and CLEC will report trouble isolation test results to the other. For DS0 Loop Facilities, each Party shall be responsible for the costs of performing trouble isolation on its facilities, subject to Sections 1.5.2 and 1.5.3.

1.5.2 When CLEC requests that Qwest perform trouble isolation with CLEC, a Maintenance of Service charge will apply if the trouble is found to be on the End User's side of the Loop Demarcation Point. Qwest will not work to repair trouble on the Customer side of the Loop Demarcation Point.

1.5.3 When CLEC elects not to perform trouble isolation and Qwest performs tests on the DS0 Loop Facility at CLEC's request, a Maintenance of Service charge shall apply if the trouble is not in Qwest's facilities. Maintenance of Service charges are set forth in Exhibit A.

1.5.4. Qwest will maintain detailed records of trouble reports of CLEC-ordered DS0 Loop Facilities, comparing CLEC provided data with internal data, and evaluate such reports on a minimum of a quarterly basis to determine the cause of Loop problems. Qwest will conduct a quarterly root cause analysis of problems associated with UNE Loops

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provided to CLECs by Qwest. Based on this analysis, Qwest will take corrective measure to fix persistent and recurrent problems, reporting to CLECs on the analysis and the process changes that are implemented to fix the problems.

1.5.5 Qwest shall allow access to the NID for testing purposes where access at the Demarcation Point is not adequate to allow testing sufficient to isolate troubles; in the event that Qwest chooses not to allow such access, it shall waive any trouble isolation charges that may otherwise be applicable.

### 1.6. Spectrum Management

1.6.1 Qwest will provide 2/4 Wire non-loaded Loop, ADSL compatible Loop, ISDN capable Loop and xDSL-I capable Loop Facilities (collectively referred to in this Section as "DS0 Digital Capable Loop Facilities") in a non-discriminatory manner to permit CLEC to provide Advanced Services to its End User Customers. Such Loops are defined herein and are in compliance with FCC requirements and guidelines recommended by the Network Reliability and Interoperability Council (NRIC) to the FCC, such as guidelines set forth in T1-417.

1.6.2 When ordering DSL Capable Loop Facilities CLEC will provide Qwest with appropriate information using NC/NCI codes to describe the Power Spectral Density Mask (PSD) for the type of technology CLEC will deploy. CLEC also agrees to notify Qwest of any change in Advanced Services technology that results in a change in spectrum management class on the DSL Capable Loop Facilities. CLEC need not provide the speed or power at which the newly deployed or changed technology will operate if the technology fits within a generic PSD mask.

1.6.2.1 CLEC information provided to Qwest pursuant to Section 1.6.2 shall be deemed Confidential Information and Qwest may not distribute, disclose or reveal, in any form, this material other than as allowed and described in subsections of 1.6.2.

1.6.2.2 The Parties may disclose, on a need to know basis only, CLEC Confidential Information provided pursuant to Section 1.6.2, to legal personnel, if a legal issue arises, as well as to network and growth planning personnel responsible for spectrum management functions. In no case shall the aforementioned personnel who have access to such Confidential Information be involved in Qwest's retail marketing, sales or strategic planning.

1.6.3 If CLEC wishes to deploy new technology not yet designated with a PSD mask, Qwest and CLEC agree to work cooperatively to determine Spectrum Compatibility. Qwest and CLEC agree, as defined by the FCC, that technology is presumed acceptable for deployment when it complies with existing industry standards, is approved by a standards body or by the FCC or Commission, or if technology has been deployed elsewhere without a "significant degradation of service".

1.6.4 If either Qwest or CLEC claims a service is significantly degrading the performance of other Advanced Services or traditional voice band services, then that Party

must notify the causing Carrier and allow the causing Carrier a reasonable opportunity to correct the problem. Upon notification, the causing Carrier shall promptly take action to bring its facilities/technology into compliance with industry standards. Upon request, within forty-eight (48) hours, Qwest will provide CLEC with binder group information including cable, pair, Carrier and PSD class to allow CLEC to notify the causing Carrier.

1.6.5 If CLEC is unable to isolate trouble to a specific pair within the binder group, Qwest, upon receipt of a trouble resolution request, will perform a main frame pair by pair analysis and provide results to CLEC within five (5) business days.

1.6.6 Qwest will not have the authority to unilaterally resolve any dispute over spectral interference among Carriers. Qwest shall not disconnect Carrier services to resolve a spectral interference dispute, except when voluntarily undertaken by the interfering Carrier or Qwest is ordered to do so by a state commission or other authorized dispute resolution body.

1.6.7 Where CLEC demonstrates to Qwest that it has deployed Central Office based DSL services serving a reasonably defined area, it shall be entitled to require Qwest to take appropriate measures to mitigate the demonstrable adverse effects on such service that arise from Qwest's use of repeaters or remotely deployed DSL service in that area.

### 2.0 Subloop

#### 2.0.1 Description

2.0.1.1 A Subloop is defined as the distribution portion of a copper Loop or hybrid Loop comprised entirely of copper wire or copper cable that acts as a transmission facility between any point that is Technically Feasible to access at terminals in Qwest's outside plant (originating outside of the Central Office), including inside wire owned or controlled by Qwest, and terminates at the End User Customer's premises. An accessible terminal is any point on the Loop where technicians can access the wire within the cable without removing a splice case to reach the wire within. Such points may include, but are not limited to, the pole, pedestal, Network Interface Device, minimum point of entry, single point of Interconnection, Remote Terminal, Feeder Distribution Interface (FDI), or Serving Area Interface (SAI). CLEC shall not have access to a feeder subloop defined as facilities extending from the Central Office to a terminal that is not at the End User Customer's premises or multiple tenant environment (MTE). CLEC shall have access to the feeder facilities only to the extent it is part of a complete transmission path, not a subloop, between the Central Office and the End User Customer's premises or MTE.

2.0.1.1.1 Building terminals within or physically attached to a privately owned building in a Multiple Tenant Environment (MTE) are one form of accessible terminal. Throughout Section 2.0 the Parties obligations around such "MTE Terminals" are segregated because Subloop terms and conditions differ between MTE environments and non-MTE environments.

2.0.1.1.2 For any configuration not specifically addressed in this Agreement, the conditions of

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CLEC access shall be as required by the particular circumstances. These conditions include: (1) the degree of equipment separation required, (2) the need for separate cross connect devices, (3) the interval applicable to any Collocation or other provisioning requiring Qwest performance or cooperation, (4) the security required to maintain the safety and reliability of the facilities of Qwest and other CLECs, (5) the engineering and operations standards and practices to be applied at Qwest facilities where they are also used by CLECs for Subloop element access, and (6) any other requirements, standards, or practices necessary to assure the safe and reliable operation of all Carriers' facilities.

2.0.1.1.2.1 MTE Terminals: Accessible terminals within a building in a MTE environment or accessible terminals physically attached to a building in a MTE environment. Qwest Premises located on real property that constitutes a campus environment, yet are not within or physically attached to a non-Qwest owned building, are not considered MTE Terminals.

2.0.1.1.2.2 Detached Terminals: All accessible terminals other than MTE Terminals.

2.0.1.2 Standard Subloops available.

- a) Two-Wire/Four Wire Distribution Loop
- b) Two-Wire/Four Wire Non-loaded Distribution Loop
- d) Intra-building Cable Loop

2.0.1.3 Standard Subloop Access

2.0.1.3.1 Accessing Subloops in Detached Terminals: Subloop is available after a CLEC-requested Field Connection Point (FCP) has been installed within or adjacent to the Qwest accessible terminal. The FCP is a Demarcation Point connected to a terminal block from which Cross Connections are run to Qwest Subloop elements.

2.0.1.3.2 Accessing Subloops in MTE Terminals: Subloop is available after CLEC has notified Qwest of its intention to access Subloop in the MTE, during or after an inventory of CLEC's terminations has been created, and CLEC has constructed a cross connect field at the building terminal.

2.0.1.4 Field Connection Point

2.0.1.4.1 Field Connection Point (FCP) is a Demarcation Point that allows CLEC to interconnect with Qwest outside of the Central Office location where it is Technically Feasible. The FCP interconnects CLEC facilities to a terminal block within the accessible terminal. The

terminal block allows a technician to access and combine Subloop elements. When an FCP is required, it must be in place before Subloop orders are processed.

2.0.1.4.2 The terms, conditions, intervals and rates for Field Connect Point are found within your ICA.

2.0.1.5 MTE Point of Interconnection (MTE-POI)

2.0.1.5.1 An MTE-POI is necessary when CLEC is obtaining access to the Distribution Loop or Intra-building Cable Loop from an MTE Terminal. CLEC must create the cross connect field at the building terminal that will allow CLEC to connect its facilities to Qwest's Subloops. The Demarcation Point between CLEC and Qwest's facilities is the MTE-POI.

2.0.2 Standard Subloops Available

2.0.2.1 Distribution Loops

2.0.2.1.1 Two-Wire/Four-Wire Distribution Loop: a Qwest-provided facility from the Qwest accessible terminal to the Demarcation Point or Network Interface Device (NID) at the End User Customer location. The Two-Wire/Four-Wire Distribution Loop is suitable for local exchange-type services. CLEC can obtain access to this Network Element at any Technically Feasible accessible terminal.

2.0.2.1.2 Two-Wire/Four-Wire Non-Loaded Distribution Loop: a Qwest-provided facility without load coils and excess Bridged Taps from the Qwest accessible terminal to the Demarcation Point or Network Interface Device (NID) at the End User Customer location. When CLEC requests a Non-Loaded Distribution Loop and there are none available, Qwest will contact CLEC to determine if CLEC wishes to have Qwest unload an existing Loop. If the response is affirmative, Qwest will dispatch a technician to "condition" the Distribution Loop by removing load coils and excess Bridged Taps (i.e., "unload" the Loop). CLEC may be charged the Cable Unloading Bridged Tap Removal nonrecurring charge in addition to the Commercial DS0Loop installation nonrecurring charge. If a Qwest technician is dispatched and no load coils or Bridged Taps are removed, the Cable Unloading Bridged Tap Removal nonrecurring charge will not apply. CLEC can obtain access to this Network Element at any Technically Feasible accessible terminal.

2.0.2.1.3 Intra-building Cable Loop: a Qwest-provided facility from the building terminal inside an MTE to the Demarcation Point at the End User Customer premises inside the same building. This Subloop element only applies when Qwest owns the intra-building cable.

2.0.2.1.4 To the extent CLEC accesses a Subloop in a campus environment from an accessible terminal that serves multiple buildings,

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CLEC can access the Subloop by ordering a Distribution Loop pursuant to either Section 2.0.2.1.1 or 2.0.2.1.2. A campus environment is one piece of property, owned by one (1) Person or entity, on which there are multiple buildings.

**2.0.3 MTE Terminal Subloop Access: Terms and Conditions**

2.0.3.1 Access to Distribution Loops or Intra-building Cable Loops at an MTE Terminal within a non-Qwest owned MTE is done through an MTE-POI. Collocation is not required to access Subloops used to access the network infrastructure within an MTE, unless CLEC requires the placement of equipment in a Qwest Premises. Cross Connect Collocation, as defined in your ICA, refers to creation of a cross connect field and does not constitute Collocation.

2.0.3.2 To obtain such access, CLEC shall complete the "MTE-Access Ordering Process" set forth in Section 2.0.5.4.

2.0.3.3 The optimum point and method to access Subloop elements will be determined during the MTE Access Ordering Process. The Parties recognize a mutual obligation to interconnect in a manner that maintains network integrity, reliability, and security. CLEC may access the MTE Terminal as a test access point.

2.0.3.4 CLEC will work with the MTE building owner to determine where to terminate its facilities within the MTE. CLEC will be responsible for all work associated with bringing its facilities into and terminating the facilities in the MTE. CLEC shall seek to work with the building owner to create space for such terminations without requiring Qwest to rearrange its facilities.

2.0.3.5 If there is space in the building for CLEC to enter the building and terminate its facilities without Qwest having to rearrange its facilities, CLEC must seek to use such space. In such circumstances, an inventory of CLEC's terminations within the MTE shall be input into Qwest's systems to support Subloop orders before Subloop orders are provisioned or in conjunction with the first Subloop order in the MTE. If CLEC requires immediate access to the Subloop, then CLEC may access the Subloop element prior to the completion of the inventory per Section 2.0.5.4.7. Qwest shall have five (5) calendar Days from receipt of a written request from CLEC, in addition to the interval set forth in Section 2.0.5.4.1, to input the inventory of CLEC's terminations into its systems. Qwest may seek an extended interval if the work cannot reasonably be completed within the stated interval. In such cases, Qwest shall provide written notification to CLEC of the extended interval Qwest believes is necessary to complete the work. CLEC may dispute the need for, and the duration of, an extended interval, in which case Qwest must request a waiver from the Commission to obtain the extended interval. If CLEC submits a Subloop order before Qwest inputs the inventory into its systems, Qwest shall process the order in accordance with Section 2.0.5.4.1.

2.0.3.6 If CLEC connects Qwest's Subloop element to CLEC's facilities using any temporary wiring or cut-over devices, CLEC shall remove any remaining temporary wiring or cut-over devices and install permanent wiring within ninety (90) calendar Days. All wiring arrangements, temporary and permanent, must adhere to the National Electric Code.

2.0.3.7 If there is no space for CLEC to place its building terminal or no accessible terminal from which CLEC can access such Subloop elements, and Qwest and CLEC are unable to negotiate a reconfigured Single Point of Interconnection (SPOI) to serve the MTE, Qwest will either rearrange facilities to make room for CLEC or construct a single point of access that is fully accessible to and suitable for CLEC. Qwest's obligation to construct a SPOI is limited to those MTEs where Qwest has distribution facilities to that MTE and owns, controls, or leases the inside wire at the MTE. In addition, Qwest shall have an obligation only when CLEC indicates that it intends to place an order for access to a Subloop Network Element via a SPOI. In such instances, CLEC shall pay Qwest a one-time charge in the recurring charge category, which shall be ICB, based on the scope of the work required. If CLEC requests that a new SPOI be established, then CLEC shall pay Qwest a one-time charge in the recurring charge category, which shall be ICB, based on the scope of the work required. If the MTE Terminal is hard wired in such a manner that a network Demarcation Point cannot be created, Qwest will rearrange the terminal to create a cross connect field and Demarcation Point. CLEC shall pay Qwest a non-recurring charge that shall be ICB, based on the scope of the work required.

2.0.3.7.1 If Qwest must rearrange its MTE Terminal to make space for CLEC, Qwest shall have forty-five (45) calendar Days from receipt of a written request from CLEC to complete the rearrangement. Qwest may seek an extended interval if the work cannot reasonably be completed within forty-five (45) calendar Days. In such cases, Qwest shall provide written notification to CLEC of the extended interval Qwest believes is necessary to complete the work. CLEC may dispute the need for, and the duration of, an extended interval, in which case Qwest must request a waiver from the Commission to obtain an extended interval.

2.0.3.7.2 If Qwest must construct a new detached terminal that is fully accessible to and suitable for CLEC, the interval for completion shall be negotiated between the Parties on an Individual Case Basis.

2.0.3.7.3 CLEC may cancel a request to construct an FCP or SPOI prior to Qwest completing the work by submitting a written notification via certified mail to its Qwest account manager. CLEC shall be responsible for payment of all costs previously incurred by Qwest as well as any costs necessary to restore the property to its original condition.

2.0.3.8 At no time shall either Party rearrange the other Party's facilities within the MTE or otherwise tamper with or damage the other Party's facilities within the MTE. This does not preclude normal rearrangement of wiring or jumpers necessary to connect inside wire or intrabuilding cable to CLEC facilities in the manner described in the MTE Access Protocol. If such damage accidentally occurs, the Party responsible for the damage shall immediately notify the other and shall be financially responsible for restoring the facilities and/or service to its original condition. Any intentional damage may be reported to the proper authorities and may be prosecuted to the full extent of the law.

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### 2.0.4 Detached Terminal Subloop Access: Terms and Conditions

2.0.4.1 Except as to access at an MTE Terminal, access to Subloop elements at an accessible terminal must be made through a Field Connection Point (FCP) in conjunction with either a Cross Connect Collocation or, if power and/or heat dissipation is required, a Remote Collocation.

2.0.4.2 To the extent that the accessible terminal does not have adequate capacity to house the network interface associated with the FCP, CLEC may opt to use Adjacent Collocation to the extent it is Technically Feasible. Such adjacent access shall comport with NEBS Level 1 safety standards.

#### 2.0.4.3 Field Connection Point

2.0.4.3.1 Information related to the FCP is available in your ICA

### 2.0.5 Ordering/Provisioning

#### 2.0.5.1 All Subloop Types

2.0.5.1.1 CLEC may order Subloop elements through the Operational Support Systems described in Section 12 of your ICA.

2.0.5.1.2 CLEC shall identify Subloop elements by NC/NCI codes. This information shall be kept confidential and used solely for spectrum management purposes.

#### 2.0.5.2 Additional Terms for Detached Terminal Subloop Access

2.0.5.2.1 CLEC may only submit orders for Subloop elements after the FCP is in place. The FCP shall be ordered pursuant to your ICA. CLEC will populate the LSR with the termination information provided at the completion of the FCP process.

2.0.5.2.2 Qwest shall dispatch a technician to run a jumper between its Subloop elements and CLEC's Subloop elements. CLEC shall not at any time disconnect Qwest facilities or attempt to run a jumper between its Subloop elements and Qwest's Subloop elements without specific written authorization from Qwest.

2.0.5.2.3 Once the FCP is in place, the Subloop Provisioning intervals contained in the Commercial SIG shall apply.

#### 2.0.5.3 Additional Terms for MTE Terminal Subloop Access - MTE-Access Ordering Process

2.0.5.4.1 CLEC shall notify its account manager at Qwest in writing, including via email, of its intention to provide access to End User Customers that reside within a MTE. Upon receipt of such request, Qwest shall have up to ten (10) calendar Days to notify CLEC and the MTE owner whether Qwest believes it or the MTE owner owns

the intrabuilding cable. In the event that there has been a previous determination of on-premises wiring ownership at the same MTE, Qwest shall provide such notification within two (2) business days. In the event that CLEC provides Qwest with a written claim by an authorized representative of the MTE owner that such owner owns the facilities on the End User Customer side of the terminal, the preceding ten (10) Day period shall be reduced to five (5) calendar Days from Qwest's receipt of such claim.

2.0.5.4.2 If the MTE owner owns the facilities on the Customer side of the terminal, CLEC may obtain access to all facilities in the building.

2.0.5.4.3 If Qwest owns the facilities on the Customer side of the terminal and if CLEC requests space to enter the building and terminate its facilities and Qwest must rearrange facilities or construct new facilities to accommodate such access, CLEC shall notify Qwest. Upon receipt of such notification, the intervals set forth in the Commercial SIG shall begin.

2.0.5.4.4 CLEC may only submit orders for Subloop elements after the facilities are rearranged and/or a new facility constructed, if either are necessary. CLEC will populate the LSR with the termination information provided by CLEC at the completion of the inventory process except when submitting LSRs during the creation of the inventory.

2.0.5.4.5 If CLEC orders Intrabuilding Cable Loop, CLEC shall dispatch a technician to run a jumper between its Subloop elements and Qwest's Subloop elements to make a connection at the MTE-POI in accordance with the MTE Access Protocol. If CLEC ordered a Subloop type other than Intrabuilding Cable Loop, Qwest will dispatch a technician to run a jumper between CLECs Subloop elements and Qwest's Subloop elements to make a connection at the MTE-POI. CLEC, at its option, may request that Qwest run the jumper for intrabuilding cable in MTEs when the inventory is done and a complete LSR has been submitted.

2.0.5.4.5.1 When CLEC accesses a MTE Terminal, it shall employ generally accepted best engineering practices in accordance with industry standards. CLEC shall clearly label the cross connect wires it uses. CLEC wiring will be neatly dressed. When CLEC accesses Subloops in MTE Terminals, it shall adhere to Qwest's Standard MTE Access Protocol unless the Parties have negotiated a separate document for such Subloop access.

2.0.5.4.6 Once inventory is complete and, if necessary, the facilities are rearranged and or a new facility constructed and when Qwest runs the jumper, the Subloop Provisioning intervals contained in the Commercial SIG shall apply.

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2.0.5.4.7 For access to Qwest's on-premises MTE wire as a Subloop element, CLEC shall be required to submit an LSR, but need not include thereon the circuit-identifying information or await completion of LSR processing by Qwest before securing such access. Qwest shall secure the circuit-identifying information, and will be responsible for entering it on the LSR when it is received. Qwest shall be entitled to charge for the Subloop element as of the time of LSR submission by CLEC.

terminal and CLEC will maintain all of its facilities and equipment in the accessible terminal.

2.0.7.2 MTE Terminal Subloop Access: Qwest will maintain all of its facilities and equipment in the MTE and CLEC will maintain all of its facilities and equipment in the MTE.

**2.0.6 Rate Elements**

2.0.6.1 All Subloop Types

2.0.6.1.1 Subloop Recurring Charge - CLEC will be charged a monthly recurring charge pursuant to Exhibit A of this agreement for each Subloop ordered by CLEC.

2.0.6.1.2 Subloop Trouble Isolation Charge - CLEC will be charged a Trouble Isolation Charge pursuant to the Access to OSS – Maintenance and Repair Section when trouble is reported but not found on the Qwest facility.

2.0.6.2 Additional rates for Detached Terminal Subloop Access:

2.0.6.3.1 Cross Connect Collocation Charge: CLEC shall pay the full nonrecurring charge for creation of the Cross Connect Collocation set forth in Exhibit A upon submission of the Collocation Application. The FCP Request Form shall not be considered completed in its entirety until complete payment is submitted to Qwest.

2.0.6.3.2 Any Remote Collocation associated with a FCP in which CLEC will install equipment requiring power and/or heat dissipation shall be in accordance with the rate elements set forth in Section 8.3.

2.0.6.4 Additional Rates for MTE Terminal Subloop Access

2.0.6.4.1 Subloop Nonrecurring Charge - CLEC will be charged a nonrecurring charge for the time and materials required for Qwest to complete the inventory of CLEC's facilities within the MTE such that Subloop orders can be submitted and processed.

2.0.6.4.2 Subloop Nonrecurring Jumper Charge – If CLEC ordered a Subloop type other than Intrabuilding Cable Loop, CLEC will be charged a nonrecurring basic installation charge for Qwest running jumpers within the accessible terminal pursuant to Exhibit A for each Subloop ordered by CLEC.

**2.0.7 Repair and Maintenance**

2.0.7.1 Detached Terminal Subloop Access: Qwest will maintain all of its facilities and equipment in the accessible

**3.0 Loop Splitting**

**3.0.1 Description**

Loop Splitting provides CLEC/DLEC with the opportunity to offer advanced data service simultaneously with voice service over an existing Commercial DS0 Loop by using the frequency range above the voice band on the copper Loop. The advanced data service will be requested by the Customer of Record (the voice service provider). The Splitter separates the voice and data traffic and allows the copper Loop to be used for simultaneous DLEC data transmission and CLEC provided voice service to the End User Customer. "CLEC" will herein be referred to as the voice service provider while "DLEC" will be referred to as the advanced data service provider. CLEC and DLEC may be the same entity.

**3.0.2 Terms and Conditions**

3.0.2.1 General

3.0.2.1.1 Qwest is not responsible for providing the Splitter, filter(s) and/or other equipment necessary for the End User Customer to receive separate voice and data service across a single copper Loop.

3.0.2.1.2 To order Loop Splitting, CLEC/DLEC must have a Splitter installed in the Qwest Wire Center that serves the End User Customer. The Splitter must meet the requirements for Central Office equipment Collocation set by the FCC or be compliant with ANSI T1.413.

3.0.2.1.3 There may only be one DLEC at any given time that provides advanced data service on any given Commercial DS0 Loop Facility.

3.0.2.1.4 If Loop Splitting is requested for an analog Loop, the Loop must be converted to a 2/4 wire non-loaded Loop or ADSL compatible Loop.

3.0.2.1.4.1 The Customer of Record will be able to request conditioning of the Commercial DS0 Loop Facility. Qwest will perform requested conditioning of Loops to remove load coils and excess Bridged Taps.

3.0.2.1.4.2 If requested conditioning significantly degrades the existing voice service over the Loop to the point that it is unacceptable to CLEC, Customer of Record shall pay to convert back to an analog (voice grade) Loop.

3.0.2.1.5 Splitters may be installed in Qwest Wire Centers at the discretion of CLEC/DLEC via the standard or Common Area Splitter Collocation

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arrangements set forth in the Collocation Section of your ICA. Under either option, Splitters will be appropriately hard-wired or pre-wired so that points of termination are kept to a minimum. For Loop Splitting, Qwest shall use the same length of tie pairs as it uses for other split services provided under this Agreement, except for the additional CLEC-to-CLEC connection, which is required for Loop Splitting.

administer all cross connects/jumpers on the COSMIC/MDF and IDF.

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

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

3.0.4.1.5 The Customer of Record shall submit the appropriate LSRs associated with establishing the Commercial DS0 Loop Facility and Loop Splitting.

3.0.4.1.6 If the voice service is disconnected on a Loop Splitting arrangement, the Loop Splitting arrangement shall terminate. CLEC may arrange to provide DSL service to the End User Customer through purchase of another product.

**3.0.3 Rate Elements**

The following Loop Splitting rate elements are contained in Exhibit A of this Agreement.

**3.0.3.1 Recurring Rates for Loop Splitting**

3.0.3.1.1 Interconnection Tie Pairs (ITP) - A monthly recurring charge to recover the costs associated with the use of ITPs.

3.0.3.1.2 OSS Charge - A monthly recurring charge to recover the cost of the OSS modifications necessary to provide access to the high frequency portion of the Commercial DS0 Loop Facility.

**3.0.3.2 Nonrecurring Rates for the Loop Splitting**

3.0.3.2.1 Basic Installation Charge for Loop Splitting - A nonrecurring charge for the installation of Loop Splitting will apply.

**3.0.3.3 Nonrecurring Rates for Maintenance and Repair**

3.0.3.3.1 Trouble Isolation Charge - A nonrecurring charge for trouble isolation will be applied.

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

3.0.3.4 Rates for Splitter Collocation are included in your ICA.

**3.0.4 Ordering Process**

**3.0.4.1 Loop Splitting**

3.0.4.1.1 As a part of the pre-order process, CLEC/DLEC may access Loop characteristic information through the Loop Information Tool described in the Access to OSS Section of your ICA. The Customer of Record will determine, in its sole discretion and at its risk, whether to add data services to any specific Commercial DS0 Loop Facility.

3.0.4.1.2 The Customer of Record will provide on the LSR, the appropriate frame terminations that are dedicated to Splitters. Qwest will

**3.0.5 Billing**

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

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

**3.0.6 Repair and Maintenance**

3.0.6.1 Qwest will allow CLEC/DLEC to access Loop Splitting at the point where the combined voice and data Loop is cross connected to the Splitter.

3.0.6.2 The Customer of Record will be responsible for reporting to Qwest service troubles over Loop Splitting. Qwest will be responsible to repair troubles on the physical line between Network Interface Devices at the End User Customer premises and the point of demarcation in Qwest Wire Centers. Qwest, CLEC and DLEC each will be responsible for maintaining its equipment. The entity that controls the Splitters will be responsible for their maintenance.

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

**3.0.7 Customer of Record and Authorized Agents**

3.0.7.1 "Customer of Record" is defined for the purposes of this section as the voice service provider. Qwest will bill the Customer of Record for Loop Splitting.

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The Customer of Record may designate an authorized agent pursuant to the terms of sections 3.0.7.2 and 3.0.7.3 to perform ordering and/or Maintenance and Repair functions.

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

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

Commercial DS0 Loop - Nebraska							Recurring	Non-Recurring	Notes
109.0	Commercial DS0 Loop Facility								
109.1	Interconnection Tie Pairs (ITP) - Per Termination								
	109.1.1	DS0				\$0.36			
109.2	Commercial DS0 Loops								
	109.2.1	Analog Loops						See 109.2.4	
		109.2.1.1	2-Wire Voice Grade Loop						
			109.2.1.1.1	Zone O		\$15.71			
		109.2.1.2	4-Wire Voice Grade Loop						
			109.2.1.2.1	Zone O		\$30.84			
	109.2.2	Nonloaded Loops						See 109.2.4	
		109.2.2.1	2-Wire Nonloaded Loop						
			109.2.2.1.1	Zone O		\$15.71			
		109.2.2.2	4-Wire Nonloaded Loop						
			1.9.2.2.2.1	Zone O		\$30.84			
		109.2.2.3	Cable Unloading / Bridge Tap Removal					\$615.79	
	109.2.3	Digital Capable Loops							
		109.2.3.1	Basic Rate ISDN / xDSL - I Capable / ADSL Compatible Loops					See 109.2.4	
			109.2.3.1.1	Zone O		\$15.71			
	109.2.4	Loop Installation Charges for 2 and 4 wire analog, 2 and 4 wire non-loaded, ADSL Compatible, ISDN BRI Capable and xDSL - I Capable Loops where conditioning is not required. (Note: If conditioning is required, additional conditioning charges may apply as specified above).						See Above	
		109.2.4.1	Basic Installation						
			109.2.4.1.1					\$55.27	
		109.2.4.2	Basic Installation with Performance Testing						
			109.2.4.2.1					\$142.10	
		109.2.4.3	Coordinated Installation with Cooperative Testing / Project Coordinated Installation						
			109.2.4.3.1					\$171.87	
		109.2.4.4	Coordinated Installation without Cooperative Testing / Project Coordinated Installation						
			109.2.4.4.1					\$59.81	
		109.2.4.5	Basic Installation with Cooperative Testing						
			109.2.4.5.1					\$142.10	
109.3	Subloop								
	109.3.1	2-Wire Distribution Loop						\$90.71	
		109.3.1.1	Zone O			\$8.54			
	109.3.2	Intra-Building Cable Loop, per Pair						\$55.30	
		109.3.2.1	Zone O			\$0.55			
	109.3.3	MTE Terminal Subloop Access							
		109.3.3.1	MTE - POI Site Inventory (per request)					\$266.90	
		109.3.3.2	MTE - POI Rearrangement of Facilities					ICB	
		109.3.3.3	MTE-POI Construction of New SPOI				ICB		
	109.3.4	Field Connection Point							
		109.3.4.1	Feasibility Fee / Quote Preparation Fee					\$1,545.82	
109.4	Shared Services								
	109.4.1	Loop Splitting							
		109.4.1.1	Basic Installation Charge for Loop Splitting					\$26.98	
	109.4.2	OSS, per line, per month				\$0.00			
	109.4.3	Reclassification Charge						ICB	
	109.4.4	Splitter Shelf Charge				\$4.69		\$489.31	
	109.4.5	Splitter Tie Cable Connections							
		109.4.5.1	Splitter in the common Area - Data to 410 block			\$4.85		\$2,604.57	
		109.4.5.2	Splitter in Common area - Data Direct to CLEC			\$5.16		\$2,768.57	
		109.4.5.3	Splitter on the IDF - Data to 410 Block			\$1.48		\$792.20	
		109.4.5.4	Splitter on the IDF - Data Direct to CLEC			\$2.91		\$1,569.71	
		109.4.5.5	Splitter on the MDF - Data to 410 Block			\$1.53		\$819.66	
		109.4.5.6	Splitter on the MDF - Data Direct to CLEC			\$3.45		\$1,849.64	
109.20	Miscellaneous Charges								1
	109.20.1	Additional Engineering, per Half Hour or fraction thereof							

	109.20.1.1	Additional Engineering - Basic		\$31.77
	109.20.1.2	Additional Engineering - Overtime		\$39.29
	109.20.2	Additional Labor Installation, per Half Hour or fraction thereof		
	109.20.2.1	Additional Labor Installation - Overtime		\$9.03
	109.20.2.2	Additional Labor Installation - Premium		\$18.06
	109.20.3	Additional Labor Other, per Half Hour or fraction thereof		
	109.20.3.1	Additional Labor Other - (Optional Testing) Basic		\$27.69
	109.20.3.2	Additional Labor Other - (Optional Testing) Overtime		\$36.98
	109.20.3.3	Additional Labor Other - (Optional Testing) Premium		\$46.29
	109.20.4	Testing and Maintenance, per Half Hour or fraction thereof		
	109.20.4.1	Testing and Maintenance - Basic		\$29.42
	109.20.4.2	Testing and Maintenance - Overtime		\$39.29
	109.20.4.3	Testing and Maintenance - Premium		\$49.16
	109.20.5	Maintenance of Service, per Half Hour or fraction thereof		
	109.20.5.1	Maintenance of Service - Basic		\$27.69
	109.20.5.2	Maintenance of Service - Overtime		\$36.98
	109.20.5.3	Maintenance of Service - Premium		\$46.29
	109.20.6	Additional Cooperative Acceptance Testing, per Half Hour or fraction thereof		
	109.20.6.1	Additional Cooperative Acceptance Testing - Basic		\$29.42
	109.20.6.2	Additional Cooperative Acceptance Testing - Overtime		\$39.29
	109.20.6.3	Additional Cooperative Acceptance Testing - Premium		\$49.16
	109.20.7	Nonscheduled Cooperative Testing, per Half Hour or fraction thereof		
	109.20.7.1	Nonscheduled Cooperative Testing - Basic		\$29.42
	109.20.7.2	Nonscheduled Cooperative Testing - Overtime		\$39.29
	109.20.7.3	Nonscheduled Cooperative Testing - Premium		\$49.16
	109.20.8	Nonscheduled Manual Testing, per Half Hour or fraction thereof		
	109.20.8.1	Nonscheduled Manual Testing - Basic		\$29.42
	109.20.8.2	Nonscheduled Manual Testing - Overtime		\$39.29
	109.20.8.3	Nonscheduled Manual Testing - Premium		\$49.16
	109.20.9	Cooperative Scheduled Testing		
	109.20.9.1	Cooperative Scheduled Testing - Loss		\$0.08
	109.20.9.2	Cooperative Scheduled Testing - C Message Noise		\$0.08
	109.20.9.3	Cooperative Scheduled Testing - Balance		\$0.33
	109.20.9.4	Cooperative Scheduled Testing - Gain Slope		\$0.08
	109.20.9.5	Cooperative Scheduled Testing - C Notched Noise		\$0.08
	109.20.10	Manual Scheduled Testing		
	109.20.10.1	Manual Scheduled Testing - Loss		\$0.17
	109.20.10.2	Manual Scheduled Testing - C Message Noise		\$0.17
	109.20.10.3	Manual Scheduled Testing - Balance		\$0.66
	109.20.10.4	Manual Scheduled Testing - Gain Slope		\$0.17
	109.20.10.5	Manual Scheduled Testing - C Notched Noise		\$0.17
	109.20.11	Additional Dispatch		\$84.40
	109.20.13	Design Change		\$73.93
	109.20.14	Expedite Charge, per day advanced		ICB
	109.20.15	Cancellation Charge		ICB

1. Rates set at current FCC1 Tariff Rates 3/6/06. Qwest will apply the rates in the ICA until such time as mechanization can be introduced to bill the Tariffed Rate on Commercial /



Agreements.

**Omaha Forbearance Order Amendment  
to the Qwest Master Services Agreement (MSA) for Qwest Platform Plus™ Service  
between  
Qwest Corporation  
and  
McLeodUSA Telecommunications Services, Inc.  
for the State of Nebraska**

This is an Amendment ("Amendment") to incorporate the Omaha Forbearance Order ("OFO") into the Qwest Master Services Agreement ("MSA") for Qwest Platform Plus™ ("QPP™") between Qwest Corporation ("Qwest"), a Colorado corporation, and McLeodUSA Telecommunications Services, Inc. ("CLEC"). CLEC and Qwest shall be known jointly as the "Parties".

**AGREEMENT**

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

**I. Amendment Terms.**

To the extent applicable, the MSA is hereby amended by Service Exhibits 2 and A, attached hereto and incorporated herein by this reference.

**II. Limitations.**

Nothing in this Amendment shall be deemed an admission by Qwest or CLEC concerning the interpretation or effect of the OFO, nor rules, regulations, interpretations, and appeals thereof, including but not limited to state rules, regulations, and laws as they may be issued or promulgated regarding the same. Nothing in this Amendment shall preclude or estop Qwest or CLEC from taking any position in any forum concerning the proper interpretation or effect of the OFO or concerning whether the OFO should be changed, vacated, dismissed, stayed or modified.

**III. Conflicts.**

In the event of a conflict between this

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

**IV. Scope.**

This Amendment shall amend, modify and revise the MSA only to the extent that the terms and conditions provided in Attachment 1 are included in the MSA and, except to the extent set forth in Section I and Section II of this Amendment, the terms and provisions of the MSA shall remain in full force and effect after the execution date.

**V. Effective Date.**

This Amendment shall be deemed effective upon the latest execution date ("execution date") by the parties, however, the Parties agree that the DSO Loops were provisioned from this Amendment effective March 16, 2006.

**VI. Further Amendments.**

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