

Qwest Commercial DS0 Loop Facility MSA SERVICE EXHIBIT 1

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

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 that CLEC requests. Upon completion of Qwest performance testing, the Qwest Implementor/Tester will contact CLEC, read the Qwest test results, and begin CLEC cooperative testing. Within two (2) business days, Qwest will email the Qwest test results to a single, designated CLEC office email address. CLEC will be charged for any Provisioning test CLEC requests that is not defined in the Qwest Technical Publication 77384.

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 for any Provisioning test not defined in the applicable Qwest Technical

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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 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

1.2.9.1 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.

1.2.9.1.1 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,

1.2.9.1.2 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.

1.2.9.1.3 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.

1.2.9.1.4 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.

1.2.9.1.5 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.

1.2.9.1.6 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.

the specific service CLEC intends to offer.

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 (BRI) 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

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 conditioning and Qwest determines that the Loop

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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 at 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 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.

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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 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

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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
- c) 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, 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.

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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 intra-building 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.

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

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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 intra-building 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 Intra-building 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 Intra-building Cable Loop, Qwest will dispatch a technician to run a jumper between CLEC's 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 intra-building 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.

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

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 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

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under this Agreement, except for the additional CLEC-to-CLEC connection, which is required for Loop Splitting.

connecting to CLEC's/DLEC's collocated equipment in the same Wire Center.

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 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

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.

3.0.5 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. 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

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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				\$0.44			
	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 SPOT				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	

McLeod USA Telecommunications Services, Inc.
Nebraska

Commercial DS0 Loop - Nebraska							Recurring	Non-Recurring	Notes
	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	\$1,559.71		
		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				\$30.03		
		109.20.1.2	Additional Engineering – Overtime				\$37.14		
	109.20.2	Additional Labor Installation, per Half Hour or fraction thereof							
		109.20.2.1	Additional Labor Installation – Overtime				\$8.54		
		109.20.2.2	Additional Labor Installation – Premium				\$17.08		
	109.20.3	Additional Labor Other, per Half Hour or fraction thereof							
		109.20.3.1	Additional Labor Other - (Optional Testing) Basic				\$26.18		
		109.20.3.2	Additional Labor Other - (Optional Testing) Overtime				\$34.96		
		109.20.3.3	Additional Labor Other - (Optional Testing) Premium				\$43.76		
	109.20.4	Testing and Maintenance, per Half Hour or fraction thereof							
		109.20.4.1	Testing and Maintenance – Basic				\$27.81		
		109.20.4.2	Testing and Maintenance – Overtime				\$37.14		
		109.20.4.3	Testing and Maintenance – Premium				\$46.48		
	109.20.5	Additional Cooperative Acceptance Testing, per Half Hour or fraction thereof							
		109.20.5.1	Additional Cooperative Acceptance Testing – Basic				\$27.81		
		109.20.5.2	Additional Cooperative Acceptance Testing – Overtime				\$37.14		
		109.20.5.3	Additional Cooperative Acceptance Testing – Premium				\$46.48		
	109.20.6	Nonscheduled Cooperative Testing, per Half Hour or fraction thereof							
		109.20.6.1	Nonscheduled Cooperative Testing - Basic				\$27.81		
		109.20.6.2	Nonscheduled Cooperative Testing – Overtime				\$37.14		
		109.20.6.3	Nonscheduled Cooperative Testing – Premium				\$46.48		
	109.20.7	Nonscheduled Manual Testing, per Half Hour or fraction thereof							
		109.20.7.1	Nonscheduled Manual Testing – Basic				\$27.81		
		109.20.7.2	Nonscheduled Manual Testing – Overtime				\$37.14		
		109.20.7.3	Nonscheduled Manual Testing – Premium				\$46.48		
	109.20.8	Cooperative Scheduled Testing							
		109.20.8.1	Cooperative Scheduled Testing - Loss			\$0.08			
		109.20.8.2	Cooperative Scheduled Testing - C Message Noise			\$0.08			
		109.20.8.3	Cooperative Scheduled Testing - Balance			\$0.31			
		109.20.8.4	Cooperative Scheduled Testing - Gain Slope			\$0.08			
		109.20.8.5	Cooperative Scheduled Testing - C Notched Noise			\$0.08			
	109.20.9	Manual Scheduled Testing							
		109.20.9.1	Manual Scheduled Testing - Loss			\$0.16			
		109.20.9.2	Manual Scheduled Testing -C- Message Noise			\$0.16			
		109.20.9.3	Manual Scheduled Testing - Balance			\$0.63			
		109.20.9.4	Manual Scheduled Testing - Gain Slope			\$0.16			
		109.20.9.5	Manual Scheduled Testing - C Notched Noise			\$0.16			
	109.20.10	Additional Dispatch						\$79.80	
	109.20.11	Maintenance of Service, per Half Hour or fraction thereof							
		109.20.11.1	Maintenance of Service – Basic				\$26.18		
		109.20.11.2	Maintenance of Service – Overtime				\$34.96		
		109.20.11.3	Maintenance of Service – Premium				\$43.76		
	109.20.12	Design Change					\$50.00		
	109.20.13	Expedite Charge, per day advanced					\$200.00		
	109.20.14	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.

**Triennial Review Order and Triennial Review Remand Order
("TRO/TRRO") Amendment
to the Interconnection Agreement between
Qwest Corporation
and
McLeodUSA Telecommunications Services, Inc.
for the State of Nebraska**

This is an Amendment ("Amendment") to incorporate the Triennial Review Order ("TRO") and the Triennial Review Remand Order ("TRRO") into the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and McLeodUSA Telecommunications Services, Inc. ("CLEC"). Qwest and CLEC shall be known jointly as the "Parties".

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement (such Interconnection Agreement, as amended to date, being referred to herein as the "Agreement") for services in the State of Nebraska which was approved by the Nebraska Public Service Commission on April 14, 1999 as referenced in Docket / Order No. C-2023; and

WHEREAS, the Federal Communications Commission ("FCC") promulgated new rules and regulations pertaining to, among other things, the availability of unbundled network elements ("UNEs") pursuant to Section 251(c)(3) of the Telecommunications Act of 1996 (the "Act") in its Report and Order *In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers; Implementation of the Local Competition Provisions of the Telecommunications Act of 1996; Deployment of Wireline Services Offering Advanced Telecommunications Capability*, CC Docket Nos. 01-338, 96-98 and 98-147, (effective October 2, 2003) ("TRO"); and

WHEREAS, on February 4, 2005, the FCC released the *Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, Order on Remand* (Triennial Review Remand Order)(FCC 04-290) ("TRRO"), effective March 11, 2005, which further modified the rules governing Qwest's obligation to make certain UNEs available under Section 251(c)(3) of the Act; and

WHEREAS, the TRO and TRRO Decision, individually and together ("Decisions") materially modify Qwest's obligations under the Act with respect to, among other things, Qwest's requirement to offer certain UNEs; and

WHEREAS, the Parties wish to amend the Agreement to comply with the Decisions hereby agree to do so under the terms and conditions contained herein.

AGREEMENT

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

I. Amendment Terms.

To the extent applicable, the Agreement is hereby amended by deleting certain UNEs or by changing or adding terms and conditions for certain UNEs as set forth in Attachment 1 and Exhibit A to this Amendment, 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 Decisions, 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 Decisions or concerning whether the Decisions 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 Agreement, this Amendment shall control, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement 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 Agreement only to the extent the UNEs listed in Attachment 1 are included in the Agreement and, except to the extent set forth in Section I and Section II of this Amendment, the terms and provisions of the Agreement shall remain in full force and effect after the execution date.

V. Effective Date.

This Amendment shall be deemed effective upon approval by the Commission, except where the change of law provision in CLEC's Interconnection Agreement specifies a different effective date. The Parties agree to implement the provisions of this Amendment upon execution ("execution date").

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.

VII. Entire Agreement.

The Agreement as amended (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of the Agreement as amended and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of the Agreement as amended.

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

**McLeodUSA Telecommunications
Services, Inc**

Qwest Corporation

Signature

Signature

Name Printed/Typed

L.T. Christensen

Name Printed/Typed

Title

Director- Interconnection Agreements

Title

Date

Date

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1.0 Definitions

"Business Line" means a Qwest-owned switched access line used to serve a business customer, whether by Qwest itself or by CLEC that leases the line from Qwest. The number of Business Lines in a Wire Center shall equal the sum of all Qwest business switched access lines, plus the sum of all UNE loops connected to that Wire Center, including UNE loops provisioned in combination with other unbundled elements. Among these requirements, Business Line tallies (1) shall include only those access lines connecting End User Customers with Qwest end-offices for switched services; (2) shall not include non-switched special access lines; and (3) shall account for ISDN and other digital access lines by counting each 64 kbps-equivalent as one line. For example, a DS1 line corresponds to twenty-four (24) 64 kbps-equivalents, and therefore to twenty-four (24) Business Lines.

"Commingling" means the connecting, attaching, or otherwise linking of an Unbundled Network Element, or a Combination of Unbundled Network Elements, to one or more facilities or services that a requesting Telecommunications Carrier has obtained at wholesale from Qwest, or the combination of an Unbundled Network Element, or a Combination of Unbundled Network Elements, with one or more such facilities or services.

"Commingle" means the act of Commingling.

"Dark Fiber" is fiber within an existing fiber optic cable that has not yet been activated through optronics to render it capable of carrying communications services.

"Dedicated Transport" is Qwest transmission facilities between wire centers or switches owned by Qwest, or between wire centers or switches owned by Qwest and switches owned by requesting telecommunications carriers, including, but not limited to, DS1-, DS3-, and OCn-capacity level services, as well as dark fiber, dedicated to a particular customer or carrier.

"Fiber-based Collocator" means any carrier, unaffiliated with Qwest, that maintains a Collocation arrangement in a Qwest Wire Center, with active electrical power supply, and operates a fiber-optic cable or comparable transmission facility that (1) terminates at a Collocation arrangement within the Wire Center; (2) leaves the Qwest Wire Center premises; and (3) is owned by a party other than Qwest or any affiliate of Qwest, except as set forth in this paragraph. Dark fiber obtained from Qwest on an indefeasible right of use basis shall be treated as non-Qwest fiber-optic cable. Two (2) or more affiliated Fiber-based Collocators in a single Wire Center shall collectively be counted as a single Fiber-based Collocator. For purposes of this paragraph, the term "affiliate" is defined by 47 U.S.C. § 153(1) and any relevant interpretation in this Title.

"Interexchange Service" means telecommunications service between stations in different exchange areas. *Cf. Modification of Final Judgment, § IV(K), reprinted in United States v. Am. Tel. & Tel. Co., 552 F. Supp. 131, 229 (D.D.C. 1982) (defining "interexchange telecommunications" as "telecommunications between a point or points located in one exchange telecommunications area and a point or points located in one or more other exchange areas or a point outside an exchange area").*

"Long Distance Service" (see "Interexchange Service").

"Mobile Wireless Service" means all mobile wireless telecommunications services, including commercial mobile radio service (CMRS). CMRS includes paging, air-ground radio, telephone service and offshore radiotelephone services, as well as mobile telephony services, such as the service offerings of carriers using cellular radiotelephone, broadband PCS and SMR licenses.

"Non-impaired Wire Center" – A Non-impaired Wire Center is a Wire Center that meets the loop thresholds identified in CFR 47 §51.319(a)(4)(i) for DS1 Loops and §51.319(a)(5)(i) for DS3 Loops. Non-impaired Wire Centers also include Tier 1 and Tier 2 Wire Centers as defined in §51.319(e)(3) and subject to the limitations of §51.319(e)(2)(ii)(A) for DS1 Dedicated Transport, §51.319(e)(2)(iii)(A) for DS3 Dedicated Transport and §51.319(e)(2)(iv)(A) for Dark Fiber Transport.

"Route" is a transmission path between one of Qwest's Wire Centers or switches and another of Qwest's Wire Centers or Switches. A Route between two (2) points (e.g., Wire Center or Switch "A" and Wire Center or Switch "Z") may pass through one (1) or more intermediate Wire Centers or Switches (e.g., Wire Center or Switch "X"). Transmission paths between identical end points (e.g., Wire Center or Switch "A" and Wire Center or Switch "Z") are the same "route," irrespective of whether they pass through the same intermediate Wire Centers or Switches, if any.

"Triennial Review Remand Order" The Triennial Review Remand Order is the Commission's Order on Remand in CC Docket Nos. 01-338 and 04-313 (released February 4, 2005).

"Unbundled Network Element" (UNE) is a Network Element that has been defined by the FCC as a Network Element to which Qwest is obligated under Section 251(c)(3) of the Act to provide unbundled access or for which unbundled access is provided under CLEC's Agreement and under this Amendment. Unbundled Network Elements do not include those Network Elements Qwest is obligated to provide only pursuant to Section 271 of the Act.

"Wire center" A wire center is the location of a Qwest local Switching facility containing one or more central offices, as defined in the Appendix to part 36 of this chapter. The wire center boundaries define the area in which all customers served by a given wire center are located.

"Tier 1 Wire Centers" means those Qwest Wire Centers that contain at least four Fiber-based Collocators, at least 38,000 Business Lines, or both. Tier 1 Wire Centers also are those Qwest tandem Switching locations that have no line-side Switching facilities, but nevertheless serve as a point of traffic aggregation accessible by CLEC. Once a Wire Center is determined to be a Tier 1 Wire Center, that Wire Center is not subject to later reclassification as a Tier 2 or Tier 3 Wire Center.

"Tier 2 Wire Centers" means those Qwest Wire Centers that are not Tier 1 Wire Centers, but contain at least 3 Fiber-based Collocators, at least 24,000 Business Lines, or both. Once a Wire Center is determined to be a Tier 2 Wire Center, that Wire Center is not subject to later reclassification as a Tier 3 Wire Center.

"Tier 3 Wire Centers" means those Qwest Wire Centers that do not meet the criteria for Tier 1 or Tier 2 Wire Centers.

2.0 Unbundled Network Elements (UNE) General

2.1 CLEC's Interconnection Agreement may include terms and conditions for certain Network Elements that Qwest is no longer required to offer on an unbundled basis pursuant to Section 251 of the Act. The FCC determined in its Decisions, that certain Unbundled Network Elements no longer satisfy the FCC's impairment test, and as a result, Qwest is no longer obligated to offer to CLEC those Network Elements on an unbundled basis pursuant to Section 251 of the Act. The FCC also modified certain Terms and Conditions for other Unbundled Network Elements.

2.2 As of the execution date of this Amendment, CLEC shall not order, and Qwest will not provide, the following Network Elements on an unbundled basis pursuant to Section 251 of the Act:

2.2.1 Unbundled Loops

- a) Certain DS1 Loops subject to the requirements of Section 3.0 following
- b) Certain DS3 Loops subject to the requirements of Section 3.0 following
- c) OCn Loops
- d) FTTH & FTTC Loops subject to the requirements of Section 3.1.6 following
- e) Dark Fiber Loops subject to the requirements of Section 3.1.5 following
- f) Hybrid Loops (non-copper distribution Loops) except as identified in Section 3.1.7 following
- g) Line Sharing
- h) Feeder-Sub-Loop
- i) Shared Distribution Loops

2.2.2 Transport

- a) E-UDIT (Extended Unbundled Dedicated Interoffice Transport); Transport from a CLEC's Premises to a Qwest Wire Center;
- b) E-UDF (Extended Unbundled Dark Fiber); Transport from a CLEC's Premises to a Qwest Wire Center;
- c) OCn UDIT; including Remote Node/Remote Port and SONET add/drop multiplexing
- d) UDIT and UDF as a part of a Meet-Point arrangement;
- e) Certain DS1 Transport (UDIT) subject to the requirements of Section 4.0

following

- f) Certain DS3 Transport (UDIT) subject to the requirements of Section 4.0 following
- g) Certain Dark Fiber Transport (UDF-IOF) subject to the requirements of Section 4.1.7 following
- h) Multiplexing associated with UDIT and Loop/Mux Combo

2.2.3 Unbundled Switching

- a) Packet Switching
- b) Tandem Switching
- c) Mass Market Switching, including UNE-P and related services as identified in Section 2.2.3.1
- d) Enterprise Local Switching, including UNE-P and related services as identified in Section 2.2.3.1
- e) Signaling Networks (stand alone)

2.2.3.1 Related services

- a) Customized Routing
- b) Signaling
- c) AIN Database Services
- d) Line Information Database (LIDB)
- e) 8XX Database Services
- f) InterNetwork Calling Name (ICNAM)
- g) Local Number Portability (LNP) Database
- h) Shared Transport

2.2.4 Transition

2.2.4.1 Transition plans for embedded Network Elements identified in the above lists are identified in the following sections.

2.3 After execution of this Amendment, Qwest shall back bill the FCC ordered rate increases to March 11, 2005, for existing Non-Impaired DS1 Loop and Transport, DS3 Loop and Transport, Dark Fiber Loop and Transport and Mass Market Switching Services pursuant to Transition rate increases identified in Sections 3.1.1.2, 3.1.2.2, 3.1.5.1, 4.1.1.2, 4.1.2.2, 4.1.7.1.2 and 5.1.1.3. Such back billing shall not be subject to billing measurements and penalties.

2.4 UNEs shall be obtained solely for the provision of Telecommunications Services and only to the extent allowed by law.

2.5 UNEs shall only be obtained for the provision of Telecommunications Services, which do not include telecommunications utilized by CLEC for its own administrative use.

2.6 CLEC may not access UNEs for the exclusive provision of Mobile Wireless Services or Interexchange Services.

2.7 If CLEC accesses and uses a UNE consistently with Sections 2.4, 2.5 and 2.6, CLEC may provide any Telecommunications Services over the same UNE.

2.8 To submit an order to obtain a high-capacity loop or transport UNE, CLEC must undertake a reasonably diligent inquiry and, based on that inquiry, self-certify that, to the best of its knowledge, its request is consistent with the requirements discussed in parts IV, V, and VI of the Triennial Review Remand Order and that it is therefore entitled to unbundled access to the particular network elements sought pursuant to section 251(c)(3). As part of such reasonably diligent inquiry, CLEC shall ensure that a requested unbundled DS1 or DS3 loop is not in a Wire Center identified on the list provided by Qwest of Wire Centers that meet the applicable non-impairment thresholds specified in Sections 3.1.1 and 3.1.2, and that a requested unbundled DS1, DS3 or dark fiber transport circuit is not between Wire Centers identified on the list of Wire Centers that meet the applicable non-impairment threshold specified in Sections 4.1.1, 4.1.2 and 4.1.7.1.1. CLEC shall provide a letter or other mutually agreed upon form to document its compliance. CLEC will maintain appropriate records that document what CLEC relied upon to support its certification.

2.8.1 Upon receiving a request for access to a dedicated transport or high-capacity loop UNE that indicates that the UNE meets the relevant factual criteria discussed in sections V and VI of the Triennial Review Remand Order, Qwest must immediately process the request, if the UNE is in a location that does not meet the applicable non-impairment thresholds referred to in Section 2.8. To the extent that Qwest seeks to challenge any other such UNEs, it subsequently can raise that issue through the dispute resolution procedures provided for in CLEC's Interconnection Agreement.

2.8.2 If it is determined by CLEC and Qwest that CLEC's access to or use of UNEs is inconsistent with Existing Rules, except due to change in law, CLEC has thirty (30) calendar Days to convert such UNEs to alternate service arrangements and CLEC is subject to back billing for the difference between rates for the UNEs and rates for the Qwest alternate service arrangements. CLEC is also responsible for all non-recurring charges associated with such conversions.

2.8.3 When CLEC submits an order to convert a special access circuit to a UNE and that circuit has previously been exempt from the special access surcharge pursuant to 47 CFR 69.115, CLEC shall document in its certification when and how the circuit was modified to permit interconnection of the circuit with a local exchange subscriber line.

2.8.4 Additional Non-Impaired Wire Centers. If additional Qwest Wire Centers are found to meet the relevant factual criteria discussed in Sections V and VI of the FCC's Triennial Review Remand Order under which Qwest is no longer required to offer Unbundled DS1 or DS3 Loops, and/or if additional Qwest Wire Centers are reclassified as Tiers 1 or 2, thus impacting the availability of Unbundled DS1, DS3, or Dark Fiber transport, Qwest shall provide notice to CLEC. Thirty (30) Days after notification from

Qwest, CLEC will no longer order impacted high capacity or Dark Fiber UNEs in or between those additional Wire Centers. CLEC will have ninety (90) Days to transition existing DS1 and DS3 UNEs to an alternative service. CLEC will have one hundred eighty (180) Days to transition Dark Fiber transport to an alternative service. Qwest and CLEC will work together to identify those circuits impacted by such change. Absent CLEC transition of impacted UNEs within the transition period above, Qwest will convert facilities to month-to-month service arrangements in Qwest's Special Access Tariff or begin the disconnect process of Dark Fiber facilities. CLEC is subject to back billing for the difference between the UNE and Tariff rates beginning on the ninety-first (91st) Day as well as for all applicable nonrecurring charges associated with such conversions.

2.9 Service Eligibility Criteria

2.9.1 The following Service Eligibility Criteria apply to combinations and/or Commingling of high capacity (DS1 and DS3) Loops and interoffice transport (high capacity EELs). This includes new UNE EELs, EEL conversions (including commingled EEL conversions), or new commingled EELs (e.g., high capacity loops attached to special access transport).

2.9.1.1 Except as otherwise provided in this Section 2.9.1.1, Qwest shall provide access to Unbundled Network Elements and Combinations of Unbundled Network Elements without regard to whether CLEC seeks access to the Unbundled Network Elements to establish a new circuit or to convert an existing circuit from a service to Unbundled Network Elements.

2.9.1.2 CLEC must certify that the following Service Eligibility Criteria are satisfied to: (1) convert a Special Access Circuit to a high capacity EEL, (2) to obtain a new high capacity EEL; or (3) to obtain at UNE pricing any portion of a Commingled circuit that includes a high capacity Loop and transport facility or service. Such certification shall be in accordance with all of the following Sections.

2.9.1.2.1 State Certification. CLEC has received state certification to provide local voice service in the area being served or, in the absence of a state certification requirement, has complied with registration, tariffing, filing fee, or other regulatory requirements applicable to the provision of local voice service in that area.

2.9.1.2.2 Per Circuit Criteria. The following criteria are satisfied for each combined circuit, including each DS1 circuit, each DS1 EEL, and each DS1-equivalent circuit on a DS3 EEL:

2.9.1.2.3 Telephone Number Assignment. Each circuit to be provided to each End User Customer will be assigned a local telephone number prior to the provision of service over that circuit. This requires that each DS1 circuit must have at least one (1) local telephone number and each DS3 circuit has at least twenty-eight (28) local telephone numbers. The origination and termination of local voice traffic on each local telephone number assigned to a circuit shall not include a toll charge

and shall not require dialing special digits beyond those normally required for a local voice call.

2.9.1.2.4 911 or E911. Each circuit to be provided to each End User Customer will have 911 or E911 capability prior to the provision of service over that circuit.

2.9.1.2.5 Collocation.

2.9.1.2.5.1 Each circuit to be provided to each End User Customer will terminate in a Collocation arrangement that is established pursuant to Section 251(c)(6) of the Act and located at Qwest's Premises within the same LATA as the End User Customer's premises, when Qwest is not the collocator, and cannot be at an Interexchange Carrier POP or ISP POP location;

2.9.1.2.5.2 Each circuit to be provided to each End User Customer will terminate in a Collocation arrangement that is located at the third party's premises within the same LATA as the End User Customer's premises, when Qwest is the collocator; and

2.9.1.2.5.3 When a DS1 or DS3 EEL Loop is connected to a multiplexed facility, the multiplexed facility must be terminated in a Collocation arrangement that is established pursuant to Section 251(c)(6) of the Act and located at Qwest's Premises within the same LATA as the End User Customer's premises, when Qwest is not the collocator, and cannot be at an Interexchange Carrier POP or ISP POP location.

2.9.1.2.6 Interconnection Trunking. CLEC must arrange for the meaningful exchange of traffic which must include hand-offs of local voice calls that flow in both directions. Where CLEC does not arrange for a meaningful exchange of traffic, those arrangements cannot be attributed towards satisfaction of this criterion. At a minimum, each DS1 circuit must be served by a DS0 equivalent LIS trunk in the same LATA as the End User Customer served by the circuit. For each twenty-four (24) DS1 circuits, CLEC must maintain at least one (1) active DS1 LIS trunk in the same LATA as the End User Customer served by the circuit.

2.9.1.2.6.1 Calling Party Number. Each circuit to be provided to each End User Customer will be served by an Interconnection trunk over which CLEC will transmit the Calling Party Number in connection with calls exchanged over the trunk. For each twenty-four (24) DS1 EELs or other facilities having equivalent capacity, CLEC will have at least one (1) active DS1 LIS trunk over which CLEC will transmit the Calling Party Number in connection with