

**QWEST LOCAL SERVICES PLATFORM™ AGREEMENT
ATTACHMENT 2—QLSP™ Service Description**

1.0 Qwest will provide Qwest Local Services Platform™ (“QLSP™”) service offerings according to the following terms and conditions. Except as set forth in this Attachment, capitalized terms have the definitions assigned to them in the Agreement. CLEC may use QLSP Services to provide any Telecommunications Services, information Services, or both that CLEC chooses to offer.

(effective September 16, 2005) (“OFO”), Qwest will provide to CLEC the Loop element of QLSP Services purchased in the following nine Omaha Nebraska Wire Centers under the terms of this Agreement: Omaha Douglas; Omaha IZard Street; Omaha 90th Street; Omaha Fort Street; Omaha Fowler Street; Omaha O Street; Omaha 78th Street; Omaha 135th Street; and Omaha 156th Street.

1.1 General QLSP Service Description.

12.2 The following QLSP Service types will be combined with 2-wire loops: QLSP Business; QLSP Centrex (including Centrex 21); Centrex Plus; Centron in Minnesota Only; QLSP ISDN BRI; QLSP PAL; QLSP PBX Analog non-DID and 1-Way DID Trunks; and QLSP Residential.

1.1.1. QLSP Services consist of local switching (including the basic switching function, the port, plus the features, functions, and capabilities of the Switch including all compatible and available vertical features, such as hunting and anonymous call rejection, provided by the Qwest switch) (“Local Switching”) and Shared Transport in combination. Qwest Advanced Intelligent Network (AIN) Services such as remote access forwarding and Qwest Voice Messaging Services (VMS) may also be purchased with compatible QLSP Services. These Network Elements will be provided in compliance with all Telcordia and other industry standards and technical and performance specifications to allow CLEC to combine the QLSP Services with a compatible voicemail product and stutter dial tone. Qwest will provide access to 911 emergency Services and directory listings in accordance with the terms and conditions of CLEC’s Interconnection Agreements (“ICAs”). As part of the QLSP Service, Qwest combines the Network Elements that make up QLSP Service with analog/digital capable Loops, with such Loops (including services such as line splitting) being provided in accordance with the rates, terms and conditions of the CLEC’s ICAs as described below. CLEC may also purchase Qwest Commercial High Speed Internet (HSI) Service (also known as Qwest Digital Subscriber Line® (DSL)), under a separate Services agreement, to be used with compatible QLSP Service.

1.2.3 QLSP PBX Analog 2-Way DID Trunks will be combined with 4 wire loops.

1.3

Local Switching. Local Switching encompasses Line Side and Trunk Side facilities including the basic switching function, plus the features, functions, and all vertical features that are loaded in Qwest’s end office Switch. Vertical features are software attributes on end office Switches and are listed on the Qwest wholesale website. Local Switching components include analog line Port, digital line port supporting BRI ISDN, and analog trunk ports.

1.1.2. QLSP Service is available in six different service arrangements, each of which is described more fully below: QLSP Residential; QLSP Business; QLSP Centrex (including Centrex 21, Centrex Plus, and in Minnesota only Centron); QLSP ISDN BRI; QLSP Public Access Lines (“PAL”); QLSP PBX Analog DID and non-DID (one way and two way) trunks.

1.3.1 Line Port. Line Port attributes include: telephone number; dial tone; signaling (Loop or ground start); on/off hook detection; audible and power ringing; Automatic Message Accounting (AMA Recording); and blocking options.

1.3.2. Operator Services and Directory Assistance Services are provided under the terms and conditions of CLEC’s ICAs.

1.3.3. Digital Line Port Supporting BRI ISDN. Basic Rate Interface Integrated Services Digital Network (BRI ISDN) is a digital architecture that provides integrated voice and data capability (2 wire). A BRI ISDN Port is a Digital 2B+D (2 Bearer Channels for voice or data and 1 Delta Channel for signaling and D Channel Packet) Line Side Switch connection with BRI ISDN voice and data basic elements. For flexibility and customization, optional features can be added. BRI ISDN Port does not offer B Channel Packet service capabilities. The serving arrangement conforms to the internationally developed, published, and recognized standards generated by International Telegraph and Telephone Union (formerly CCITT).

1.1.3 Nothing in this Agreement precludes Qwest from withdrawing availability of comparable, functionally equivalent services from its retail end user customers. In the event of such withdrawal and/or discontinuation, Qwest may also withdraw availability of the equivalent QLSP Service.

1.3.4. Analog Trunk Port. DS0 analog trunk Ports can be configured as DID, DOD, and two-way.

1.2 Combination of QLSP Service with Loops. Except as described below, the Loop will be provided by Qwest under the applicable ICAs in effect between Qwest and CLEC at the time the order is placed. As part of the QLSP Service, Qwest will combine the Local Switching and Shared Transport Network Elements with the Loop.

1.3.4.1 Analog trunk Ports provide a 2-Way Analog Trunk with DID, E&M Signaling and 2-Wire or 4-Wire connections. This Trunk Side connection inherently includes hunting within the trunk group.

1.2.1 Due to the rules and regulations promulgated by the FCC pertaining to the availability of Unbundled Network Element (“UNE”) Loops under Section 251(c)(3) of the Telecommunications Act of 1996 (the “Act”) in its *Report and Order-Petition of Qwest Corporation for Forbearance Pursuant to 47 U.S.C. § 160(c) in the Omaha Metropolitan Statistical Area*, FCC 05-170, WC Docket No. 04-223,

1.3.4.2 All trunks are designed as 4-Wire leaving the Central Office. For 2-Wire service, the trunks are converted at the End User Customer’s location.

1.3.4.3. Two-way analog DID trunks are capable of initiating out going calls, and may be equipped with either rotary or touch-tone (DTMF) for this purpose.

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 CDS-080131-0001 (AZ) CDS-080131-0002 (CO) CDS-080131-0003 (IA) CDS-080131-0004 (ID) CDS-080131-0005 (MN)
 CDS-080131-0006 (MT) CDS-080131-0007 (ND) CDS-080131-0008 (NE) CDS-080131-0009 (NM) CDS-080131-0010 (SD)
 CDS-080131-0011 (UT) CDS-080131-0012 (WA) CDS-080131-0013 (WY)

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When the trunk is equipped with DID call transfer feature, both the trunk and telephone instruments must be equipped with DTMF.

1.3.4.4 Two-way analog DID trunks require E&M signaling. Qwest will use Type I and II E&M signaling to provide these trunks to the PBX. Type II E&M signaling from Qwest to the PBX will be handled as a special assembly request via ICB.

1.4 Vertical Features and Ancillary Functions and Services.

1.4.1. QLSP Service includes nondiscriminatory access to all vertical features that are loaded in Qwest's end office Switch.

1.4.2. The Local Switching Network Element of QLSP includes Qwest's signaling network for traffic originated from the Port, including the use of Qwest's call-related databases. In conjunction with QLSP service, Qwest will provide Qwest's service control points in the same manner, and via the same signaling links, as Qwest uses such service control points and signaling links to provide service to its End User Customers from that Switch. Qwest's call related databases include the Line Information Database (LIDB), Internetwork Calling Name Database (ICNAM), 8XX Database for toll free calling, Advanced Intelligent Network Databases (AIN), and Local Number Portability Database. CLEC will not have access to Qwest's AIN based Services that qualify for proprietary treatment, except as expressly provided for in this Agreement.

1.4.3 ICNAM and LIDB. CLEC will have non-discriminatory access to Qwest's LIDB database and ICNAM database as part of the delivery of QLSP Service.

1.4.4. The LIDB database contains the following data: various telephone line numbers and Special Billing Number (SBN) data; originating line (calling number); Billing number and terminating line (called number) information; calling card validation; fraud prevention; Billing or service restrictions; sub-account information to be included on the call's Billing record; and calling card, billed to third number, and collect call information used in processing Alternately Billed Services (ABS).

1.4.5. The ICNAM database is used with certain end office Switch features to provide the calling party's name to CLEC's End User Customer with the applicable feature capability. ICNAM database contains current listed name data by working telephone number served or administered by Qwest, including listed name data provided by other Telecommunications Carriers participating in Qwest's calling name delivery service arrangement.

1.4.6. Qwest will provide the listed name of the calling party that relates to the calling telephone number (when the information is actually available in Qwest's database and the delivery is not blocked or otherwise limited by the calling party or other appropriate request).

1.4.7 For CLEC's QLSP End User Customers, Qwest will load and update CLEC's QLSP End User Customers' name information into the LIDB and ICNAM databases from CLEC's completed service orders. CLEC is responsible for

the accuracy of its End User Customers' information.

1.4.8. Qwest will exercise reasonable efforts to provide accurate and complete LIDB and ICNAM information. The information is provided on an as-is basis with all faults. Qwest does not warrant or guarantee the correctness or the completeness of such information; however, Qwest will access the same database for CLEC's QLSP End User Customers as Qwest accesses for its own End User Customers. Qwest will not be liable for system outage or inaccessibility or for losses arising from the authorized use of the data by CLEC.

1.4.9. Qwest will not charge CLEC for the storage of CLEC's QLSP End User Customers' information in the LIDB or ICNAM databases.

1.5 Shared Transport and IntraLATA Toll.

1.5.1. Qwest provides the Shared Transport Network Element as part of the QLSP Service. Shared Transport provides interoffice switching within the local calling area and is the collective interoffice transmission facilities shared by various carriers (including Qwest) between end-office Switches and between end-office Switches and local tandem Switches. Shared Transport uses the existing routing tables resident in Qwest Switches to carry the End User Customer's originating and terminating local/extended area service ("EAS") interoffice traffic on the Qwest interoffice message trunk network. CLEC traffic will be carried on the same transmission facilities between end-office Switches, between end-office Switches and tandem Switches, and between tandem Switches in its network facilities that Qwest uses for its own traffic.

1.5.2 Transport beyond Qwest's local interoffice network will be carried on Qwest's IntraLATA toll network and provided by Qwest to CLEC only if CLEC chooses Qwest to provide IntraLATA Toll Services for its QLSP End User Customers. The existing routing tables resident in the Switch will direct both Qwest and CLEC traffic over Qwest's interoffice message trunk network.

1.5.3. Qwest does not authorize CLEC to offer, request or select Qwest Local Primary Interexchange Carrier (LPIC) 5123 service to CLEC's End User Customers for intra Local Access and Transport Area (intraLATA) toll service with any QLSP Service in any state. In the event CLEC assigns the Qwest LPIC 5123 to CLEC's End User Customers, Qwest will bill CLEC and CLEC will pay Qwest the rates contained or referenced in the attached Rate Sheet. Additional information regarding Qwest LPICs is available in the Qwest PCAT.

1.5.4. Shared Transport usage will be billed in accordance with the rates provided in the Rate Sheet.

1.6 QLSP Service Arrangement Descriptions.

1.6.1. **QLSP Business** is available to CLEC for CLEC's business End User Customers and is the combination of an analog Line Side Port and Shared Transport provided under this Agreement with an analog - 2 wire voice grade Loop provided in accordance with CLEC's ICAs, except as otherwise provided for within this Agreement.

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1.6.2. **QLSP Centrex** is available to CLEC for CLEC's business End User Customers. QLSP Centrex Services include Centrex 21, Centrex Plus, and in Minnesota, Centron, and are the combination of an analog Line Side Port and Shared Transport provided under this Agreement with an analog - 2 wire voice grade Loop provided in accordance with CLEC's ICAs, except as otherwise provided for in this Agreement.

1.6.2.1 CLEC may request a conversion from Centrex 21, Centrex-Plus or Centron service to QLSP Business or QLSP Residential.

1.6.2.2 Qwest will provide access to Customer Management System (CMS) with QLSP-Centrex at the rates set forth in the Rate Sheet.

1.6.3. **QLSP ISDN BRI** is available to CLEC for CLEC's End User Customers and is the combination of a Digital Line Side Port (supporting BRI ISDN), and Shared Transport provided under this Agreement with a Basic Rate ISDN capable Loop provided in accordance with CLEC's ICAs, except as otherwise provided for in this Agreement.

1.6.4. **QLSP PAL** is available to CLEC only for CLEC's Payphone Service Providers (PSPs) and is the combination of an analog Line Side Port and Shared Transport provided under this Agreement with an analog - 2 wire voice grade Loop provided in accordance with CLEC's ICAs, except as otherwise provided for in this Agreement.

1.6.5. **QLSP PBX** is available to CLEC for CLEC's business End User Customers.

1.6.5.1 PBX analog non-DID trunks are combinations of an analog Line Side Port and Shared Transport provided under this Agreement with an analog - 2 wire voice grade Loop provided in accordance with CLEC's ICAs, except as otherwise provided for in this Agreement.

1.6.5.2 PBX with analog 1-way DID trunks are combinations of a DID trunk Port and Shared Transport provided under this Agreement with an Analog - 2 wire voice grade Loop provided in accordance with CLEC's ICAs, except as otherwise provided for in this Agreement.

1.6.5.3. PBX with analog 2- way DID trunks are combinations of a DID trunk Port and Shared Transport provided under this Agreement with an Analog - 4 wire voice grade Loop provided in accordance with CLEC's ICAs, except as otherwise provided for in this Agreement.

1.6.6. **QLSP Residential** is available to CLEC for CLEC's residential End User Customers and is the combination of an analog Line Side Port and Shared Transport provided under this Agreement with an analog - 2 wire voice grade Loop provided in accordance with CLEC's ICAs, except as otherwise provided for in this Agreement. QLSP Residential may only be ordered and provisioned for residential End User application. The definition of residential service is the same as in Qwest's retail tariffs as applied to Qwest's End User Customers.

1.6.6.1 In order for CLEC to receive QLSP Residential rates via the monthly Residential End User Credit provided in the Rate Sheet, CLEC must identify residential end users by working telephone number (WTN) utilizing the LSR process as described in the Qwest wholesale website.

2.0 Additional Terms and Conditions and Service Features

2.1 Qwest does not warrant the availability of facilities at any serving wire center. QLSP Services will not be available if facilities are not available. Qwest represents and warrants that it will not otherwise restrict facilities eligible to provide QLSP Service and that any and all facilities that would otherwise be available for retail service to a Qwest End User Customer will be considered eligible for use by CLEC for QLSP Service to serve that same End User Customer.

2.2 **Loop Start ("LPS") to Ground Start ("GST") and GST to LST Changes ("LPS/GST Change")** are available with QLSP Services. POTS Services, e.g. a QLSP Centrex 21 line, can functionally and operationally be provisioned as either LPS or GST. Unless specifically requested otherwise, Qwest provisions POTS Services as LPS. GST is generally provisioned for Private Branch Exchange ("PBX") type Services. LPS/GST Changes allow the CLEC to request a facility served by LPS to be changed to GST or vice versa. Additional information and ordering requirements are detailed on the Qwest Wholesale website.

2.2.1 The Subsequent Order Charge provided in the QLSP Rate Sheet and the Qwest retail Tariff Nonrecurring Charge for LPS/GST Changes, less an 18% wholesale discount, will be added to service orders requesting LPS/GST Changes.

2.3 This Agreement is not intended to change or amend existing intercarrier compensation arrangements between CLEC and Qwest. Nothing in this Agreement will alter or affect CLEC's right to receive any applicable universal service subsidy or other similar payments.

2.3.1 Qwest will provide to CLEC usage information within Qwest's control with respect to calls originated by or terminated to CLEC QLSP End User Customers in the form of the actual information that is comparable to the information Qwest uses to bill its own End User Customers. Qwest will provide CLEC with the daily usage feed billing information.

2.3.2. Qwest will provide CLEC with usage information necessary for CLEC to bill for InterLATA and IntraLATA Exchange Access to the toll carrier (including Qwest where it is the toll carrier) in the form of either the actual usage or a negotiated or approved surrogate for this information. These Exchange Access records will be provided as Category 11 EMI records.

2.3.3 Qwest will provide daily usage feed records for the following: all usage billable to CLEC's QLSP lines, including Busy Line Verify (BLV), Busy Line Interrupt (BLI); originating local usage; usage sensitive CLASS features; and Qwest-provided intraLATA toll.

2.3.4 Daily usage feed records will be provided as

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Category 01 or Category 10 EMI records. Terminating local usage records will not be provided.

Plan MRCs will apply if CLEC does not qualify for any discount.

2.4 QLSP includes the capability for CLEC's End User Customers to choose their long distance service (InterLATA and IntraLATA) on a 2-PIC basis.

2.4.1 CLEC will designate the Primary Interexchange Carrier (PIC) assignments on behalf of its End User Customers for InterLATA and IntraLATA Services. All CLEC initiated PIC changes will be in accordance with all Applicable Laws, rules and regulations. Qwest will not be liable for CLEC's improper PIC change requests.

2.4.2 Feature and InterLATA or IntraLATA PIC changes or additions for QLSP, will be processed concurrently with the QLSP order as specified by CLEC.

2.5 Access to 911/E911 emergency Services for CLEC's End User Customers will be available in accordance with CLEC's ICAs. If Qwest is no longer obligated to provide access to 911/E911 emergency Services in accordance with 47 U.S.C. §251, Qwest will then provide such Services under this Agreement with respect to all CLEC QLSP Service End User Customers and new QLSP Service End User Customers, to the same degree and extent that 911/E911 emergency Services were provided by Qwest prior to the elimination of 911/E911 emergency Services as an obligation under 47 U.S.C. §251.

2.6 Qwest AIN and Voice Messaging Services are offered on a commercial basis and may be purchased with QLSP at the rates set forth in the attached Rate Sheet. Retail promotions may not be combined with QLSP.

2.7 If Qwest develops and deploys new local switch features for its End User Customers, those switch features will be available in the same areas and subject to the same limitations with QLSP Service. The rates that Qwest charges for such new local switch features will not in any case be higher than the retail rate Qwest charges.

3.0 Rates and Charges.

3.1 The recurring ("MRC") and nonrecurring ("NRC") rates for QLSP Services and all applicable usage-based rates and miscellaneous charges (other than applicable intercarrier compensation charges such as access charges and reciprocal compensation and charges for elements and services provided under CLEC's ICAs) are set forth in the attached Rate Sheets. The rates for QLSP Services are in addition to the applicable rates for elements and Services provided under CLEC's ICAs.

3.2 **QLSP rates January 1, 2007 through Term.** Starting January 1, 2007, rates for the Service will be those provided or referenced in the attached Rate Sheet. The MRCs for the switch port will be adjusted annually, effective January 1 of each year through the term of the Agreement. CLEC is eligible for and will receive discounts on the Basic Plan switch port MRCs if it meets the volume plans described below. Discounts are not cumulative and Qwest will apply the highest discount rate to which CLEC is entitled. Basic

3.2.1 80% Year Over Year ("YOY") Volume Retention Plan: If the number of CLEC's QLSP total lines (Working Telephone Numbers {WTNs}) as of October 31 of each year equals or exceeds 80% of the sum of CLEC's QLSP total lines as of October 31 of the preceding year, CLEC will be entitled to a 5% discount off of the Business Port and a 1% discount off of the Residential Port MRCs applicable during the next calendar year.

3.2.2 90% YOY Volume Retention Plan: If the number of CLEC's QLSP total lines as of October 31 of each year equals or exceeds 90% of the sum of CLEC's QLSP total lines as of October 31 of the preceding year, CLEC will be entitled to a 10% discount off of the Business Port and a 2% discount off of the Residential Port MRCs applicable during the next calendar year.

3.2.3 110% YOY Volume Growth Plan: If the number of CLEC's QLSP total lines as of October 31 of each year equals or exceeds 110% of the sum of CLEC's total QLSP lines as of October 31 of the preceding year, and the YOY line increase is equal to or greater than two thousand (2000) QLSP lines, CLEC will be entitled to a 20% discount off of the Business Port and a 4% discount off of the Residential Port MRCs applicable during the next calendar year.

3.2.4 120% YOY Volume Growth Plan: If the number of CLEC's total QLSP lines as of October 31 of each year equals or exceeds 120% of the sum of CLEC's total QLSP lines as of October 31 of the preceding year, and the YOY line increase is equal to or greater than two thousand (2000) QLSP lines, CLEC will be entitled to a 30% discount off of the Business Port and a 6% discount off of the Residential Port MRCs applicable during the next calendar year.

3.2.5 135% YOY Volume Growth Plan: If the number of CLEC's total QLSP lines as of October 31 of each year equals or exceeds 135% of the sum of CLEC's QLSP total lines as of October 31 of the preceding year and the YOY line increase is equal to or greater than two thousand (2000) QLSP lines, CLEC will be entitled to a 35% discount off of the Business Port and a 8% discount off of the Residential Port MRCs applicable during the next calendar year.

3.3 For purposes of counting CLEC's total QLSP lines in section 3.2 as of October 31 of each year, Qwest will include all QLSP lines and all Qwest Platform Plus™ ("QPP™") lines, if any, from the previous year. For example, to determine 2007 QLSP rates, Qwest will use the total number of CLEC's QPP lines as of October 31, 2006 compared to CLEC's total number of QPP lines as of October 31, 2005 in order to calculate CLEC's discount eligibility on January 1, 2007. All subsequent measurements will use CLEC's QLSP total lines.

3.4 Except as otherwise provided here within, the Loop element combined with a QLSP Service will be provided in accordance with CLEC's ICAs with Qwest at the rates set forth in those ICAs.

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- 3.4.1 **Loops provided under this Agreement.** Upon thirty (30) Days notice via the standard commercial notification process, Qwest may change monthly recurring charges for the Omaha, Nebraska Loop elements provided under this Agreement.
- 3.5 CLEC will be responsible for billing its End User Customers served via QLSP for all Miscellaneous Charges and surcharges required of CLEC by statute, regulation or otherwise required.
- 3.6 CLEC will pay Qwest the PIC change charge associated with CLEC End User Customer changes of InterLATA or IntraLATA Carriers. Any change in CLEC's End User Customers' InterLATA or IntraLATA Carrier must be requested by CLEC on behalf of its End User Customer.
- 3.7 If an End User Customer is served by CLEC through QLSP Service, Qwest will not charge, assess, or collect Switched Access charges for InterLATA or IntraLATA calls originating or terminating from that End User Customer's phone.
- 3.8 Qwest will have a reasonable amount of time to implement system or other changes necessary to bill CLEC for rates or charges associated with QLSP Services
- 3.9 QLSP Services have a one-month minimum service period requirement for each CLEC End User Customer. The one-month minimum service period is the period of time that CLEC is required to pay 100% of the monthly recurring charge for the Service even if CLEC does not retain Service for the entire month. QLSP Services are billed month to month and will after the one month minimum service period is satisfied be pro-rated for partial months based on the number of days Service was provided.
- 3.10 The subsequent order charge is applicable on a per order basis when changes are requested to existing service, including changing a telephone number, initiating or removing suspension or Service, denying or restoring service, adding, removing or changing features, and other similar requests.
- 4.0 Systems and Interfaces**
- 4.1 Qwest and CLEC will support use of current OSS interfaces and OSS business rules for QLSP, including electronic ordering and flow, as the same may evolve over time.
- 4.2 QLSP Services are ordered utilizing the LSR process as described in the Qwest wholesale website.
- 4.3 Prior to placing an order on behalf of each End User Customer, CLEC will be responsible for obtaining and have in its possession a Proof of Authorization as set forth in this Agreement.
- 4.4 When Qwest or another provider of choice, at the End User Customer's request, orders the discontinuance of the End User Customer's existing service with CLEC, Qwest will render its closing bill to CLEC effective with the disconnection. Qwest will notify CLEC by FAX, OSS interface, or other agreed upon processes when an End User Customer moves to Qwest or another service provider. Qwest will not provide CLEC or Qwest retail personnel with
- the name of the other service provider selected by the End User Customer.
- 4.5 The Parties will provide each other with points of contact for order entry, problem resolution, repair, and in the event special attention is required on service request.
- 5.0** Qwest will bill CLEC, on a monthly basis, within seven to ten (7–10) Days of the last day of the most recent Billing period, in an agreed upon standard electronic format. Billing information will include a summary bill, and individual End User Customer sub-account information. If CLEC needs additional or different billing information in order to properly bill its End Users or other Carriers (including Qwest), Qwest will work with CLEC in good faith to deliver such information.
- 6.0 Maintenance and Repair.**
- 6.1 Qwest will maintain facilities and equipment that comprise the QLSP Service provided to CLEC. CLEC or its End User Customers may not rearrange, move, disconnect or attempt to repair Qwest facilities or equipment, other than by connection or disconnection to any interface between Qwest and the End User Customer, without the written consent of Qwest.
- 6.2 Qwest will provide general repair and maintenance Services on its facilities, including those facilities supporting QLSP Services purchased by CLEC. Qwest will repair and restore any equipment or any other maintainable component that adversely impacts CLEC's use of QLSP Service. Qwest and CLEC will cooperate with each other to implement procedures and processes for handling service-affecting events. There will be no charge for the Services provided under this section except as set forth in the Rate Sheet.
- 7.0 Commercial Performance Measures and Reporting, Performance Targets and Service Credits (including in Washington, if Washington 7.0 is selected by CLEC as indicated on Signature Page).**
- 7.1 Each Party will provide suitably qualified personnel to perform its obligations under this Agreement and all QLSP Services in a timely and efficient manner with diligence and care, consistent with the professional standards of practice in the industry, and in conformance with all Applicable Laws and regulations. The QLSP Service attributes and process enhancements are not subject to the Change Management Process ("CMP"). CLEC proposed changes to QLSP Service attributes and process enhancements will be communicated through the standard account interfaces. Change requests common to shared systems and processes subject to CMP will continue to be addressed via the CMP procedures.
- 7.2 Qwest will provide commercial performance measurements and reporting against established performance targets with QLSP Service. The following performance measurements will apply to QLSP Residential and QLSP Business: (a) Firm Order Confirmations (FOCs) On Time; (b) Installation Commitments Met; (c) Order Installation Interval; (d) Out of Service Cleared within 24 Hours; (e) Mean Time to Restore; and (f) Trouble Rate.

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- 7.3 Commercial measurement definitions, methodologies, performance targets and reporting requirements are attached as Attachment 3. Qwest will provide CLEC with the raw data necessary to allow CLEC to disaggregate results at the state level. Reporting of these performance measures will be applied for activity beginning the first full month of Service after January 1, 2007.
- 7.4 CLEC will be entitled to service credits only for each instance of a missed installation commitment and each instance of an out of service condition that is not cleared within 24 hours occurring after January 1, 2007. All service credits will be applied automatically by Qwest as credit against CLEC's bill for the billing period following the one in which the credits were accrued. Credits for Services provided under this Agreement will be applied for activity beginning the first full month after January 1, 2007. Any credits or payments related to the Services provided prior to the first full month following January 1, 2007 and in accordance with to CMP, PID, PAP or all other wholesale service quality standards will no longer be applied beginning the first full month after January 1, 2007.
- 8.3 To select the Service Performance Measures and Reporting and Performance Assurance Plan (PID/PAP) option, CLEC must be a certified CLEC under applicable state rules and have elected the PID and PAP under its Washington interconnection agreement with Qwest.
- 8.4 Eligible QLSP Services will be included in the UNE-P PAP results beginning the first full month following Agreement execution.
- 8.5 Notwithstanding the dispute resolution provisions in the Agreement, the Parties will resolve any dispute, claim or controversy arising out of, or relating to, the PID and/or PAP under the dispute resolution process described in the PAP.

7.4.1 Installation Commitments Met. For each installation commitment that Qwest, through its own fault, fails to meet, Qwest will provide a service credit equal to 100% of the nonrecurring charge for that installation. Qwest will use the state installation nonrecurring charge contained in this Agreement for that order type in calculating the credit. The definition of a "missed installation commitment" and the associated exclusions are described in Attachment 3.

7.4.2 Out of Service Cleared within 24 Hours. For each out-of-service condition that Qwest, through its own fault, fails to resolve within 24 hours, Qwest will provide a service credit equal to one day's recurring charge (monthly recurring charge divided by 30) for each day out of service beyond the first 24 hours. (For example, if the out-of-service condition exists for 25 to 47 hours, CLEC will be entitled to a credit equal to the monthly recurring charge divided by 30. If the out-of-service condition existed for 48 to 71 hours, the credit would equal two times the monthly recurring charge divided by 30).

8.0 Service Performance Measures and Reporting and Performance Assurance Plan (PID/PAP) (for Washington only, if Washington 8.0 is selected by CLEC as indicated on Signature Page).

8.1 If selected by CLEC under the terms and conditions of this Agreement, Qwest will, in Washington only, provide performance measurements, reporting, and remedies compliant with the Washington Performance Indicator Definitions ("PIDs") and the Qwest Washington Performance Assurance Plan ("PAP") for the Services, if eligible, provided under this Agreement. Only in the state of Washington, and only if expressly selected by CLEC under the terms and conditions of this Agreement, does this PID and PAP replace, in their entirety, the Commercial Performance Measures and Reporting, Performance Targets and Service Credits terms and conditions for Services provided under this Agreement outlined in Section 7.0 of this Agreement.

8.2 The PIDs and PAP for Washington in their current form are posted in the Qwest Wholesale PCAT, currently called Negotiations Template Agreement PCAT, under Exhibit B

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 CDS-080131-0011 (UT) CDS-080131-0012 (WA) CDS-080131-0013 (WY)