

SECTION 9 - LOCAL ACCESS FACILITIES

(C-M)

A. Description

(T)(M)

1. Local Access Service provides the physical connection between the customer's service address and the Company's Domestic Network. This Service includes any entrance cable or drop wire to that point where provision is made for termination of the Company's outside distribution network facilities at a suitable location at a customer-designated service address and will be installed by the Company to such point of termination. The service will extend to and include the equipment maintained by the Company at the termination of the local loop at the applicable service address (i.e., Demarcation Point) but will not include CPE, extended wiring, inside wiring or other equipment not maintained by the Company at a service address. Any additional termination beyond the Demarcation Point is the sole responsibility of customers unless the Company can use a third-party provider to deliver service. If a third-party provider is used, the Company shall bill the customer directly for third party services. (T)
2. The Company only provides Local Access Facilities to buildings that the Company has identified as business locations. Under no circumstances will the Company provide service to a residential address, even if business is conducted at that residential location. (T)
3. Customer may purchase the service only in connections with the customer's use of a Company dedicated service when a local loop is required. (T)
4. Service is only provided where facilities are available. The Company shall not be required to build facilities or order equipment to provide Local Access Facilities, but may provided such special construction at its own discretion and the customer would pay the Company a one-time special construction charge. (T)
5. Local Access is comprised of three types of service: (T)
 - "Company-provided Access" which is either leased access or On-Net access.
 - On-Net Access - is local backbone access circuits provided solely on Company owned and operated facilities. Service is available in digital bandwidths of DS1 and DS3; optical bandwidths of OC3, OC12, and OC48; Ethernet bandwidth varying from 1 Mbps to 1,000 Mbps (1 Gbps) or Wavelength bandwidths of 1 Gbps, 2.5 Gbps or 10 Gbps. On-Net Access is subject to SLA. (M)

(M1)

(M) Material moved from Section 7.

(M1) Material moved to Section 11.

SECTION 9 - LOCAL ACCESS FACILITIES

(C-M)

A. Description

5. Local Access is comprised of three types of service:

- “Company-provided Access” which is either leased access or On-Net access. (Cont’d)

- Leased Access means a local backbone access circuit(s) ordered and leased by the Company from another carrier. Service is available in digital bandwidths of DS0, DS1 and DS3; optical bandwidths of OC3, OC12 and OC48; or Ethernet bandwidth varying from 1 Mbps to 1,000 Mbps (1 Gbps); Frame Relay bandwidths varying from 56 kbps to 44.736 Mbps, ATM bandwidths of DS1, DS3, OC3 and OC12, or Wavelength bandwidths of 1 Gbps, 2.5 Gbps or 10 Gbps. The local access carrier used to provide access is chosen at the sole discretion of Company. The customer may request a specific local access provider for Leased Access, no promotional rates apply, and the Company will attempt to use the requested provider, but both final routing and the local access carrier used will be at the Company’s sole discretion. Leased Access is also generally available as Central Office (CO) Meet Point, which is Leased Access, Special Access only, at a third party local access provider CO when the customer has a dedicated connection to the CO.

- “Customer Provided Local Access” (CPA)[1] is when the customer orders their own local access from a third party provider to connect the customer premises to the Company’s domestic network via a Demarcation Point specified by Company. Customers will pay a CPA charge to the Company when utilizing Special Access CPA Dedicated Facilities or Ethernet Local Access CPA VLAN or Ethernet Local CPA POP. The CPA will be the responsibility of the customer and the Company will not trouble shoot components of the CPA.

- Special Access CPA “Dedicated Facilities” are dedicated entrance facilities leased by the Company from a third party local access provider.

- Special Access CPA “Non-Dedicated Facilities” is when the Company does not have dedicated entrance facilities leased from a third party local access provider.

- Ethernet Local Access “CPA VLAN” is when the Company utilizes dedicated entrance facilities leased by the Company from a third party local access provider.

- Ethernet Local Access “CPA POP” is when the Company utilizes an Ethernet Local CPA POP, which may require the Company to provide space and power for the third party local access provider to install Ethernet equipment.

[1] CPA customers must provide the Company written notice from their CPA provider in order to terminate CPA service. Until this written notice is received by the Company, the customer will be liable for all applicable MRCs and charges whether or not it is usable.

(M) Material moved from Section 7.

(M1) Material moved to Section 11.

(M)

(T)

(M)

(M1)

SECTION 9 - LOCAL ACCESS FACILITIES

(C-M)

A. Description

(T)(M)

5. Local Access is comprised of three types of service: (Cont'd)

(T)

- “Cross-Connect” or an intra-POP connection between certain customer facilities with direct access (via collocation or direct connection) to the Company’s Domestic Network (located within either the Company's transport area or collocation area) and the Company’s backbone access point. Customers must have a valid Collocation Agreement or a valid Direct Connect Agreement with the Company in order to receive Cross-Connects.

6. Local Access is comprised of the following five types of service technology. Some technologies or speeds may not be available in all areas or with certain types of service.

(T)

- “Special Access” means Company-provided Access or customer provided Local Access using Digital Signal speeds DS0, DS1, and DS3 or Optical Carrier Signal speeds OC3, OC12, OC48 and OC192.
- “Wavelength Access” means Company-provided Access or customer provided Local Access using Wave Division Multiplexing technology. Service is available in 1G, 2.5G and 10G bandwidths.
- “Frame Local Access” uses Frame Relay technology. Service is available at bandwidths varying from 56 kbps to 44.736 Mbps.
- “ATM Local Access” means Company-provided Access using ATM technology. Service is available in bandwidths of DS1, DS3, OC3 and OC12.
- “Ethernet Local Access” means Company-provided Access or customer provided Local Access using Ethernet technology. Ethernet Local Access is available at bandwidths varying from 1 Mbps to 1,000 Mbps (1G).

7. Diversity Service is available as specified in this Section.

(T)(M)

(M1)

(M) Material moved from Section 7.

(M1) Material moved to Section 11.

SECTION 9 - LOCAL ACCESS FACILITIES

(C-M)

B. Rules and Regulations

(T)(M)

1. Rules and regulations specified elsewhere in this RSS apply to this service unless specified differently within this Section. (T)
2. A minimum of 30 days prior to the expiration of the customer's term agreement, or cancellation of a part or all of the service, the customer must notify the Company in writing of their intention to renew, change or cancel service. Without notification from the customer, upon expiration of the term agreement the Company will automatically renew the term agreement under the terms and conditions of the original agreement. The Company may change rates at any time after the Minimum Service Period, but will not change rates more than once during a renewal term.
3. A minimum 12-month term agreement and a Minimum Service Period of 12 months are required for each Local Access circuit provided. (T)
4. The term of any service begins on the start of service date. (T)
5. The Start of Service Date for each facility shall begin on the date on which the customer accepts delivery of such service. The Company shall provide notice that the facility is ready for the customer's acceptance. (T)

The customer shall be deemed to have accepted such facility, and the Start of Service Date shall commence as of the fifth day following the date the facility is ready for the customer's acceptance, if:

- The customer fails to give written notice within the five-day timeframe that the facility is in material non-compliance with the applicable Company standard network specifications for On-Net Facilities or Leased Facilities. The specifications are modified from time to time by the Company. Or,
- The customer places live traffic on the facility after notification by the Company that the facility is available.

Following notice by the customer of material non-compliance as set forth above, the Company shall promptly take reasonable action as is necessary to correct any non-compliance in the facility. The Company shall, upon correction, notify the customer of a new Start of Service Date.

The term of any service begins on the Start of Service Date and continues for a term of 12, 24, 36, 48 or 60 months. Customers may request month-to-month rating on specific circuits only after completing a minimum 12-month term on those circuits.

(M) Material moved from Section 7.

(M1) Material moved to Section 11.

(M)
(M1)

SECTION 9 - LOCAL ACCESS FACILITIES

(C-M)

C. Cancellation

(T)(M)

(T)

On-Net Access or Leased Access Cancellation Prior to Start of Service Date

- If a customer cancels an On-Net Access or Leased Access order, for which no special construction by the Company was necessary:
 - Prior to the start of service date, the customer shall pay cancellation charges as specified in 10., following.
- If a customer cancels an On-Net Access or Leased Access order, for which special construction by the Company was necessary:
 - Prior to the start of service date, the customer will be responsible for cancellation charges as specified in 10., following and all accrued and unpaid charges for the canceled service and all expenses incurred by the Company. If the Company notifies the customer that construction is required to provision service and the customer cancels service on that particular circuit because the customer does not approve such construction, the Company will not charge a cancellation charge for canceling service on that particular circuit.

D. Special Construction

(T)

If the customer requires special construction of any kind associated with the local loop, they will be charged a one-time special construction charge determined at the time of such special construction.

(M)

(M1)

(M) Material moved from Section 7.

(M1) Material moved to Section 11.

SECTION 9 - LOCAL ACCESS FACILITIES

(C-M)

E. Termination Liability

(T)(M)

If the customer terminates the service or a particular facility after the start of service but before the term is completed, or the Company terminates the agreement as specified in 6., following, the customer shall pay:

- An amount equal to all nonrecurring charges that were waived or discounted for the customer,
- All outstanding installation or special construction costs and expenses incurred by the Company to install the service,
- A termination charge equal to 100% of the remaining Minimum Service Period monthly recurring charges, and
- 35% of the balance of the monthly recurring charges in excess of the Minimum Service Period for the terminated facility.

F. Upgrades For Company Provided Access Service

(T)

The customer will not be required to pay Cancellation Charges when upgrading existing Company-Provided Access along the same physical route and at a higher speed. However, the customer must pay for any new construction or other third-party charges related to the existing Company-Provided Access. There will be a new Minimum Service Period associated with the upgraded service, effective on the installation date.

G. Termination For Cause

(T)

The Company may immediately terminate the facility, and/or cease or suspend the provision of all or any part of the facility upon:

- The customer's failure to pay any amount owed the Company when the payment is due,
- The filing of a petition for bankruptcy by or against the customer, or
- Any material breach of this RSS or the written Term Agreement.

(M)

(M1)

(M) Material moved from Section 7.

(M1) Material moved to Section 11.

SECTION 9 - LOCAL ACCESS FACILITIES

(C-M)

H. Outage Credits

(T)(M)

The customer acknowledges the possibility of unscheduled, continuous, and/or interrupted period(s) of time when a facility(ies) is unavailable as defined in the technical specifications. These interruptions are considered outages. Should the facility availability levels contained in the technical specifications not be met, the customer shall be entitled to an Outage Credit, applicable to Company On-Net Facilities only, that are determined according to Table 1, following.

The Outage Credit shall apply to the charges for the total monthly recurring charge called Eligible Circuit Charges, associated with the facility(ies) affected by an outage; unless any portion of the affected facility remains beneficially used or useable by the customer between any intermediate terminals where customer has installed drop and insert capability, or end terminals, the Outage Credit shall not apply to that pro-rata portion of the mileage. The Company shall guarantee the circuit availability only to the point to which the Company can perform remote loop-back testing, even if the demarcation point extends past such testing point.

The length of each outage shall be calculated in hours and shall include fractional portions thereof. An outage shall be deemed to have commenced upon verifiable notification to the Trouble Management System by the customer, or, when indicated by network control information actually known to Company network personnel, whichever is earlier. Each outage shall be deemed to terminate upon restoration of the affected facility as evidenced by appropriate network tests by the Company. The Company shall give notice to the customer of any scheduled outage as early as is practicable, and a scheduled outage shall under no circumstances be viewed as an outage as defined in this Section.

(M)

(M1)

(M) Material moved from Section 7.

(M1) Material moved to Section 11.

SECTION 9 - LOCAL ACCESS FACILITIES

(C-M)

H. Outage Credits(Cont'd)

(T)(M)

Outage Credits shall not be granted if the malfunction of any Company On-Net Facility is the result of:

- Negligence, acts and omissions of the customer, their employees, contractors or agents, or their end users,
- Failure or malfunction of equipment, applications or systems not owned or controlled by the Company, including but not limited to CPE, or
- circumstances or causes beyond the control of the Company, including instances of Force Majeure.

Under no circumstances will the Company be required to credit the customer, in any 12-month period, charges in excess of the monthly recurring charges for 2 months of service for a particular facility.

All Outage Credits shall be credited on the next monthly invoice for the affected facility(s) after receipt of the customer's request for credit. The total of all Outage Credits applicable to or accruing in any given month shall not exceed the amount payable by the customer to the Company for that same month for such facility(ies).

In the event the customer experiences chronic outages with respect to any Company On-Net Facility, the customer shall be entitled to terminate the affected facility(ies) without further obligation by providing written notice following such chronic outages. For purposes of this Section, a facility(ies) suffers from chronic outages if such facility(ies), measured over any 30 consecutive day period, experiences more than 5 related outages, or more than 48 aggregate hours of outages.

(M)

(M1)

(M) Material moved from Section 7.

(M1) Material moved to Section 11.

SECTION 9 - LOCAL ACCESS FACILITIES

(C-M)

H. Outage Credits (Cont'd)

(T)(M)

The Outage Credit and chronic circuit termination described in this Section shall be the sole and exclusive remedy for the customer in the event of any outage or chronic outage.

OUTAGE CREDIT SCHEDULE FOR ON-NET FACILITIES

CIRCUIT AVAILABILITY		AMOUNT OF OUTAGE CREDIT[1]
UPPER LEVEL	LOWER LEVEL	
100.000%	99.995%	0%
99.994%	99.990%	5%
99.980%	99.950%	10%
99.940%	99.750%	20%
99.740%	99.510%	30%
99.500%	98.510%	40%
98.500%	97.510%	55%
97.500%	97.010%	75%
97.000%	0.000%	100%

I. Scheduled Maintenance

(T)

- The Company shall provide the customer with reasonable notification of service-affecting activities that may occur in the normal operation of their business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements, routine preventative maintenance and major switching machine change-out. Generally, such activities are not individual customer service specific, they affect many customer services. No specific advance notification period is applicable to all service activities.

(M)

[1] Amount of Outage Credit shown as a percentage of the Eligible Circuit Charges for the affected circuit.

(M) Material moved from Section 7.

SECTION 9 - LOCAL ACCESS FACILITIES

I. Scheduled Maintenance (Cont'd)

2. Grooming

If the Company finds it necessary to groom a circuit on which service is provided, the Company will provide a grooming notice to customer. For CPA grooming, the customer will provide the Company with a signed LOA so that the Company can order the necessary changes. Within 20 calendar days of receipt of that notice, the customer will: (a) notify the Company of its approval, which may not be unreasonably withheld; (b) state its reason for refusing; or (c) request that the Company provide the customer with an LOA so that the customer can order the necessary changes. The customer's failure to respond within the 20-day period will constitute approval of the groom. If the customer agrees to a groom on the CPA and the groom results in the customer incurring additional NRCs from their third-party local access provider and the customer provides sufficient proof of the third-party charge, the Company will issue a credit to the customer equal to the third-party NRC for each groomed circuit. If the customer refuses the groom for On-Net Access, the Company will, upon 20 calendar day's prior written notice, cancel the Service on that circuit and assess a Cancellation Charge. When the customer does not respond to a grooming notice or refuses a groom on a CPA, the customer must either: (a) provide the Company with a LOA/CFA so that the Company can have the third-party local access provider cancel the circuit; or (b) work directly with the third-party local access provider to cancel the circuit. If the customer does neither of these things, the Company will pass through to the customer any costs incurred from the third-party local access provider as a result of the circuit remaining in place.

J. Rates and Charges

(M)

Rates and Charges are based on one or a combination of the following factors:

(N)

- Circuit speed
- Circuit mileage
- Type of local access
- NPA/NXX or CLLI
- Length of term
- Access Rates from local exchange carriers
- ILEC discounted tariffs and/or IXC and CLEC contracted rates
- QCC's network footprint
- Competitive market assumptions.

Additional discounts may also be applied to listed rates based on the above factors and depending on network design and competitive pressure.

(N)

(M) Material moved from Page 11.

SECTION 9 - LOCAL ACCESS FACILITIES

J. Rates and Charges (Cont'd)

(M)

(T)

Application of Rates and Charges:

(N)

- Nonrecurring charges apply when circuits are provided for the first time. Additional charges may also apply as determined at the time of installation.
- When the customer requests that the Company move a circuit to a different service address located in a different servicing wire center, the circuit at the new location will be billed the same charges as if it was new service.
- Customers will not receive any discounts for circuits ordered on a month-to-month term.
- If during the provisioning of service, the Company incurs additional charges for construction, extended wiring or order supplements to provide the service, the Company reserves the right to charge the customer for such charges.
- This service is not entitled to the QTA discount, nor will the rates be used to calculate QTA Contributory charges.

	NONRECURRING CHARGE	MONTHLY RATE LEASED ON-NET	
• Change Charges, per circuit[1]			
- DS0	\$ 100.00	—	—
- DS1	400.00	—	—
- DS3	800.00	—	—
- OC3	1,600.00	—	—
- OC12	3,900.00	—	—
- OC48	7,500.00	—	—
- OC192	9,400.00	—	—

[1] A local loop change charge is applicable when the customer requests that the Company move a circuit to a different service address within the same serving wire center.

(M) Material moved to Page 10.

SECTION 9 - LOCAL ACCESS FACILITIES

(C-M)

J. Rates and Charges (Cont'd)

(T)(M)

	NONRECURRING CHARGE	MONTHLY RATE LEASED	ON-NET	
• Cross-Connect, per circuit				
- Within a QPOP				
- DS1	\$150.00	\$250.00	ICB	
- DS3	150.00	250.00	ICB	
- OC-n/All Ethernet Local Access	150.00	400.00	ICB	
• Customer Provided Local Access, per circuit				
- DS0	—	—	—	
- DS1	—	ICB	—	
- DS3	—	ICB	—	
- OC3	—	ICB	—	
- OC12	—	ICB	—	
- OC48	ICB	ICB	—	
- OC192	ICB	ICB	—	(M)

(M) Material moved from Section 7.

SECTION 9 - LOCAL ACCESS FACILITIES

(C-M)

J. Rates and Charges (Cont'd)

(T)(M)

	NONRECURRING CHARGE	MONTHLY RATE LEASED ON-NET	
• Extended Wiring, per circuit[1]			
- DS0	\$ 153.00	—	—
- DS1	276.00	—	—
- DS3	548.00	—	—
- OC3	627.00	—	—
- OC48	1,127.00	—	—
- OC192	1,665.00	—	—

[1] Extended Wiring is additional wiring that is needed for orders when the customer's demarcation point is not located with the Company's demarcation point. The Company demarcation point is usually located in the basement or on the 1st floor of the customer's premises.

(M)

(M) Material moved from Section 7.

SECTION 9 - LOCAL ACCESS FACILITIES

J. Rates and Charges (Cont'd)

	NONRECURRING CHARGE	MONTHLY RATE LEASED ON-NET		
• Expedite Charges, per circuit[1]				
- DS0	\$ 850.00	—	—	
- DS1	1,000.00	—	—	
- DS3	1,500.00	—	—	
- OCn	1,800.00	—	—	
- 1 Mbps to 1,000 Mbps	2,500.00	—	—	
• DS3/DS1 Multiplexing[2]	ICB	ICB	—	(Z)

[1] A local loop expedite charge is assessed when the customer requests the delivery of service one or more days prior to the standard interval delivery date.

[2] Multiplexing allows the Company to multiplex lower level access circuits into a higher local access circuit or vice-versa for an additional charge. This service is only offered by the Company where available.

SECTION 9 - LOCAL ACCESS FACILITIES

(C-M)

J. Rates and Charges (Cont'd)

(T)(M)

	NONRECURRING CHARGE	MONTHLY RATE LEASED ON-NET	
• Cancellation Charge[1]			
- DS0 (Leased Access only), DS1, Frame Local Access Speeds up to 1.5 Mbps, Ethernet Local Access speeds Up to 5 Mbps	\$150.00	—	—
- DS3, OC-n, Frame Local Access speeds greater than 1.5 Mbps, Ethernet Local Access speeds greater than 5 Mbps, all Wavelength Local Access speeds	500.00	—	—

K. Service Level Agreement

Service Level Agreements are set forth on the following website <http://www.qwest.com/legal/> under the Service Level Agreement option found on the left hand side of the screen.

[1] Refer to Section 2.B, preceding for application.

(T)(M)

(M) Material moved from Section 7.