

**INTERCONNECTION AGREEMENT
PROVIDED BY
QWEST CORPORATION
IN THE STATE OF COLORADO**

FOR RUBY RANCH INTERNET COOPERATIVE ASSOCIATION

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EXHIBITS

- EXHIBIT A Colorado Rates
- EXHIBIT B Service Interval Tables
- EXHIBIT C Definitions
- EXHIBIT D Operational Support Systems (OSS)
- EXHIBIT E Service Interval Guide for Field Connection Point

SECTION 1.0 - GENERAL TERMS/NEGOTIATED AGREEMENT

1.1 This Agreement is effective upon the approval of the Commission, and is between Ruby Ranch Internet Cooperative Association, ("Coop"), a Colorado nonprofit corporation, and Qwest Corporation ("Qwest"), a Colorado corporation, pursuant to Section 252 of the Telecommunications Act of 1996, for purposes of fulfilling Qwest's obligations under Sections 222, 251(a), (b), and (c), 252, 271, and other relevant provisions of the Act and the rules and regulations promulgated thereunder. Qwest and Coop mutually agree as follows:

1.2 The following sections were removed, at the request of Coop, with the expectation that these sections do not currently apply to Coop's business practice: Resale, Interconnection, Collocation, Unbundled Loops, Line Sharing, Unbundled Dedicated Interoffice Transport,, Unbundled Dark Fiber, Shared Interoffice Transport, Unbundled Customer Controlled Rearrangement Element, Local Tandem Switching, Local Switching, Customized Routing, Access to Signaling, AIN Services, Interconnection To Line Information Database, 8XX Database Query Service, Internetwork Calling Name (ICNAM), Additional Unbundled Elements, Unbundled Packet Switching, UNE-P Line Splitting, Unbundled Network Elements Combinations, Ancillary Services, Local Number Portability, 911/E911 Service, White Pages Directory Listings, Directory Assistance, Directory Assistance List, Toll and Assistance Operator Services, Access to Telephone Numbers, Local Dialing Parity, Qwest Dex, Referral Announcement, Bona Fide Request Process, and Service Performance.

SECTION 2.0 - INTERPRETATION AND CONSTRUCTION

2.1 This Agreement includes all Exhibits appended hereto. Any reference to any agreement, other instrument (including Qwest or other third party offerings, guides or practices), statute, regulation, rule or Tariff applies to such agreement, instrument, statute, regulation, rule or Tariff as amended and supplemented from time to time (and, in the case of a statute, regulation, rule or Tariff, to any successor provision).

2.2 The provisions in this Agreement are based, in large part, on the existing state of the law, rules, regulations and interpretations thereof, as of the date hereof (the "Existing Rules"), including the Commission's March 1, 2002 arbitration decision. Qwest is basing the offerings in this Agreement on the Existing Rules, including the FCC's Orders on BOC 271 applications, and the Coop is accepting these terms because of the Commission decision. Nothing in this Agreement shall be deemed an admission by either party concerning the interpretation or effect of the Existing Rules or arbitration decision or an admission by the parties that the Existing Rules or arbitration decision should not be vacated, dismissed, stayed or modified. Nothing in this Agreement shall preclude or stop Qwest or Coop from taking any position in any forum concerning the proper interpretation or effect of the Existing Rules or arbitration decision or concerning whether the Existing Rules should be changed, dismissed, stayed or modified. To the extent that the Existing Rules are changed, vacated, dismissed, stayed or modified, then this Agreement and all contracts adopting all or part of this Agreement shall be amended to reflect such modification or change of the Existing Rules. Where the Parties fail to agree upon such an amendment within sixty (60) days from the effective date of the modification or change of the Existing Rules, it shall be resolved in accordance with the Dispute Resolution provision of this Agreement or pursuant to a proceeding before the appropriate regulator. It is expressly understood that this Agreement will be corrected to reflect the outcome of generic proceedings by the Commission for pricing, service standards, or other matters covered by this Agreement. This Section, shall be considered part of the rates, terms and conditions of each Interconnection, service and network element arrangement contained in this Agreement, and this Section, shall be considered legitimately related to the purchase of each Interconnection, service and network element arrangement contained in this Agreement.

SECTION 3.0 - IMPLEMENTATION SCHEDULE

Except as otherwise required by law, Qwest will not provide any network elements or other services under this Agreement prior to Coop's execution of this Agreement. Prior to placing any orders for services under this Agreement, the Parties will jointly complete Qwest's "New Customer Questionnaire." Prior to placing any orders for services under this Agreement, the Parties will finalize an Interconnection implementation schedule. Subject to the terms and conditions of this Agreement, each Party shall exercise reasonable efforts to adhere to the Interconnection implementation schedule.

SECTION 4.0 – DEFINITIONS

See Exhibit C.

SECTION 5.0 - TERMS AND CONDITIONS

5.1 General Provisions

Each Party shall use its best efforts to comply with the Implementation Schedule provisions that will be mutually agreed upon by the Parties. The Parties are each solely responsible for participation in and compliance with national network plans, including the National Network Security Plan and the Emergency Preparedness Plan. Neither Party shall use any service related to or use any of the services provided in this Agreement in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other carriers or to either Party's end users. Each Party may discontinue or refuse service if the other Party violates this provision. Upon such violation, either Party shall provide the other Party notice of such violation at the earliest practicable time. Each Party is solely responsible for the services it provides to its end users and to other Telecommunications Carriers. Nothing in this Agreement shall prevent either Party from seeking to recover the costs and expenses, if any, it may incur in (a) complying with and implementing its obligations under this Agreement, the Act, and the rules, regulations and orders of the FCC and the Commission, and (b) the development, modification, technical installation and maintenance of any systems or other infrastructure which it requires to comply with and to continue complying with its responsibilities and obligations under this Agreement.

5.2 Term of Agreement

This Agreement shall become effective upon Commission approval, pursuant to Sections 251 and 252 of the Act. This Agreement shall be binding upon the Parties upon the Effective Date and for a term of three (3) years and shall terminate on April 1, 2005. Upon expiration of the term of this Agreement, this Agreement shall continue in force and effect until terminated by either Party on one hundred sixty (160) days written notice to the other Party. The date of this notice will be the starting point for the one hundred sixty (160) day negotiation window under Section 252 of the Act. If the Parties reach agreement, this Agreement will terminate on the date specified in the notice or on the date the Agreement is approved by the Commission, whichever is later. If the Parties arbitrate, this Agreement will terminate when the new Agreement is approved by the Commission.

5.3 Payment

5.3.1 Amounts payable under this Agreement are due and payable within thirty (30) calendar days after the date of invoice, or within twenty (20) days after receipt of the invoice, whichever is later. If the payment due date is not a Business Day, the payment shall be made the next Business Day.

5.3.2 Qwest may discontinue processing orders for the failure of Coop to make full payment, less any disputed amount as provided for in this Section, for the services provided under this Agreement within thirty (30) days of the due date on Coop's bill. Qwest will notify Coop in writing at least ten (10) days prior to discontinuing the processing of orders. If Qwest does not refuse to accept additional orders on the date specified in the ten (10) days notice, and Coop's non-compliance continues, nothing contained herein shall preclude Qwest's right to refuse to accept additional orders from the noncomplying Coop without further notice. For order processing to resume, Coop will be required to make full payment of all past and current charges. Additionally, Qwest may require a deposit (or additional deposit) from Coop, pursuant to this Section.

5.3.3 Qwest may disconnect any and all services for failure by Coop to make full payment, less any disputed amount as provided for in this Section of this Agreement, for the services provided under this Agreement within sixty (60) days of the due date on Coop's bill. Coop will pay the Tariff charge required to reconnect each resold end user line disconnected pursuant to this paragraph. Qwest will notify Coop in writing at least ten (10) business days prior to disconnection of the service(s). In case of such disconnection, all applicable charges, including termination charges, shall become due. If Qwest does not disconnect Coop's service(s) on the date specified in the ten (10) days notice, and Coop's noncompliance continues, nothing contained herein shall preclude Qwest's right to disconnect any or all services of the noncomplying Coop without further notice. For reconnection of service to occur, Coop will be required to make full payment of all past and current charges. Additionally, Qwest will request a deposit (or additional

deposit) from Coop, pursuant to this Section. Qwest agrees, however, that the application of this provision will be suspended for the initial three (3) billing cycles of this Agreement and will not apply to amounts billed during those three (3) cycles.

5.3.4 Should Coop or Qwest dispute, in good faith, any portion of the monthly billing under this Agreement, the Parties will notify each other in writing within thirty (30) calendar days of the receipt of such billing, identifying the amount, reason and rationale of such dispute. At a minimum, Coop and Qwest shall pay all undisputed amounts due. Both Coop and Qwest agree to expedite the investigation of any disputed amounts in an effort to resolve and settle the dispute prior to initiating any other rights or remedies.

5.3.4.1 If a Party disputes charges and does not pay such charges by the payment due date, such charges will be subject to late payment charges. If the disputed charges have been withheld and the dispute is resolved in favor of the billing Party, the withholding Party shall pay the disputed amount and applicable late payment charges no later than the second billing period following the resolution. If the disputed charges have been withheld and the dispute is resolved in favor of the disputing Party, the billing Party shall credit the bill of the disputing Party for the amount of the disputed charges no later than the second Bill Date after the resolution of the dispute. If a Party pays the disputed charges and the dispute is resolved in favor of the billing Party, no further action is required.

5.3.4.2 If a Party pays the disputed charges and the dispute is resolved in favor of the disputing Party, the billing Party shall credit the disputing Party's bill for the disputed amount and any associated interest no later than the second bill payment due date after the resolution of the dispute. The interest calculated on the disputed amounts will be the same rate as late payment charges. In no event, however, shall any late payment charges be assessed on any previously assessed late payment charges.

5.3.5 Qwest will determine Coop's credit status based on previous payment history with Qwest or credit reports such as Dun and Bradstreet. If Coop has not established satisfactory credit with Qwest or if Coop is repeatedly delinquent in making its payments, Qwest may require a deposit to be held as security for the payment of charges. "Repeatedly delinquent" means any payment received thirty (30) calendar days or more after the due date, three (3) or more times during a twelve (12) month period. The deposit may not exceed the estimated total monthly charges for a two (2) month period. The deposit may be a surety if allowed by the applicable Commission rules, regulations or Tariffs, bond, a letter of credit with terms and conditions acceptable to Qwest, or some other form of mutually acceptable security such as a cash deposit. Required deposits are due and payable within ten (10) calendar days after demand.

5.3.6 Interest will be paid on cash deposits at the rate applying to deposits under applicable Commission rules, regulations, or Tariffs. Cash deposits and accrued interest will be credited to Coop's account or refunded, as appropriate, upon the earlier of the two year term or the establishment of satisfactory credit with Qwest, which will generally be one full year of timely payments in full by Coop. The fact that a deposit has been made does not relieve Coop from any requirements of this Agreement.

5.3.7 Qwest may review Coop's credit standing and modify the amount of deposit required for good cause.

5.3.8 The late payment charge for amounts that are billed under this Agreement shall be in accordance with Commission requirements.

5.3.9 Coop agrees to inform end-user in writing of pending disconnection by Coop to allow end user to make other arrangements for telecommunications services.

5.4 Taxes

Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by

the jurisdiction providing said resale tax exemption. Until such time as a resale tax exemption certificate is provided, no exemptions will be applied.

5.5 Insurance¹

5.5.1 Each Party shall at all times during the term of this Agreement, at its own cost and expense, carry and maintain the insurance coverage listed below with insurers having a "Best's" rating of B+XIII with respect to liability arising from that Party's operations for which that Party has assumed legal responsibility in this Agreement. If either Party or its parent company has assets equal to or exceeding \$10,000,000,000, that Party may utilize an Affiliate captive insurance company in lieu of a "Best's" rated insurer. To the extent that the parent company of a Party is relied upon to meet the \$10,000,000,000 asset threshold, such parent shall be responsible for the insurance obligations contained in this Section 5.5.1, to the extent its affiliated Party fails to meet such obligations.

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

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

5.5.1.3 The Coop does not operate any motor vehicle in the course of Coop business; however, if and when it does, the Coop will obtain business automobile liability insurance covering the ownership, operation and maintenance of all owned, non-owned and hired motor vehicles with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage.

5.5.1.4 If Coop requests and obtains (1) Collocation (other than adjacent remote collocation or cross-connect collocation that is within the Willowbrook Metropolitan District serving a maximum of 60 end users); (2) Access to unbundled network elements (other than subloops or shared loops that are within the Willowbrook Metropolitan District serving a maximum of 60 end users); (3) Interconnection; or (4) Resale: Umbrella/Excess Liability insurance in an amount of \$10,000,000 excess of Commercial General Liability insurance specified above. These limits may be obtained through any combination of primary and excess or umbrella liability insurance so long as the total limit is \$11,000,000.

5.5.1.5 If applicable, "All Risk" Property coverage on a full replacement cost basis insuring all of Coop personal property situated on or within the Premises.

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

5.6 Force Majeure

Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence ("Force Majeure Event").

5.7 Limitation of Liability

5.7.1 Each Party's liability to the other Party for any loss relating to or arising out of any act or omission in its performance under this Agreement, whether in contract, warranty, strict liability, or tort, including (without limitation) negligence of any kind, shall be limited to the total amount that is or would have

¹ See Decision No. CO2-209, March 1, 2002, entered in Colorado Public Utilities Commission Docket No. 01B-493T.

been charged to the other Party by such breaching Party for the service(s) or function(s) not performed or improperly performed. Each Party's liability to the other Party for any other losses shall be limited to the total amounts charged to Coop under this Agreement during the contract year in which the cause accrues or arises. Payments pursuant to a QPAP should not be counted against the limit provided for in this Section.

5.7.2 Neither Party shall be liable to the other for indirect, incidental, consequential, or special damages, including (without limitation) damages for lost profits, lost revenues, lost savings suffered by the other Party regardless of the form of action, whether in contract, warranty, strict liability, tort, including (without limitation) negligence of any kind and regardless of whether the Parties know the possibility that such damages could result.

5.7.3 Nothing contained in this Section shall limit either Party's liability to the other for (i) willful or intentional misconduct or (ii) damage to tangible real or personal property proximately caused solely by such Party's negligent act or omission or that of their respective agents, subcontractors, or employees.

5.7.4 Nothing contained in this Section 5.7 shall limit either Party's obligations of indemnification specified in this Agreement, nor shall this Section 5.7 limit a Party's liability for failing to make any payment due under this Agreement.

5.8 Indemnity

5.8.1 The Parties agree that unless otherwise specifically set forth in this Agreement the following constitute the sole indemnification obligations between and among the Parties:

5.8.1.1 Each of the Parties agrees to release, indemnify, defend and hold harmless the other Party and each of its officers, directors, employees and agents (each an Indemnatee) from and against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, known or unknown, liquidated or unliquidated including, but not limited to, reasonable costs and expenses (including attorneys' fees), whether suffered, made, instituted, or asserted by any Person or entity, for invasion of privacy, bodily injury or death of any Person or Persons, or for loss, damage to, or destruction of tangible property, whether or not owned by others, resulting from the Indemnifying Party's breach of or failure to perform under this Agreement, regardless of the form of action, whether in contract, warranty, strict liability, or tort including (without limitation) negligence of any kind.

5.8.1.2 In the case of claims or loss alleged or incurred by an End User Customer of either Party arising out of or in connection with services provided to the End User Customer by the Party, the Party whose End User Customer alleged or incurred such claims or loss (the Indemnifying Party) shall defend and indemnify the other Party and each of its officers, directors, employees and agents (collectively the Indemnified Party) against any and all such claims or loss by the Indemnifying Party's, End User Customers regardless of whether the underlying service was provided or Unbundled Element was provisioned by the Indemnified Party, unless the loss was caused by the willful misconduct of the Indemnified Party. The obligation to indemnify with respect to claims of the Indemnifying Party's End User Customers shall not extend to any claims for physical bodily injury or death of any Person or person, or for loss, damage to, or destruction of tangible property, whether or not owned by others, alleged to have resulted directly from the negligence or intentional conduct of the employees, contractors, agents, or other representatives of the Indemnified Party.

5.8.2 The indemnification provided herein shall be conditioned upon:

5.8.2.1 The Indemnified Party shall promptly notify the Indemnifying Party of any action taken against the Indemnified Party relating to the indemnification. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such claim.

5.8.2.2 If the Indemnifying Party wishes to defend against such action, it shall give written notice to the Indemnified Party of acceptance of the defense of such action. In such event, the Indemnifying Party shall have sole authority to defend any such action, including the selection of legal counsel, and the Indemnified Party may engage separate legal counsel only at its sole cost and expense. In the event that the Indemnifying Party does not accept the defense of the action,

the Indemnified Party shall have the right to employ counsel for such defense at the expense of the Indemnifying Party. Each Party agrees to cooperate with the other Party in the defense of any such action and the relevant records of each Party shall be available to the other Party with respect to any such defense.

5.9 Intellectual Property

5.9.1 Subject to Section 5.8.2, each Party (the Indemnifying Party) shall indemnify and hold the other Party (the Indemnified Party) harmless from and against any loss, cost, expense or liability arising out of a claim that the use of facilities of the Indemnifying Party or services provided by the indemnifying Party provided or used pursuant to the terms of this Agreement misappropriates or otherwise violates the intellectual property rights of any third party. In addition to being subject to the provisions of Section 5.8.2, the obligation for indemnification recited in this paragraph shall not extend to infringement which results from (a) any combination of the facilities or services of the Indemnifying Party with facilities or services of any other Person (including the Indemnified Party but excluding the Indemnifying Party and any of its Affiliates), which combination is not made by or at the direction of the Indemnifying Party or (b) any modification made to the facilities or services of the Indemnifying Party by, on behalf of or at the request of the Indemnified Party and not required by the Indemnifying Party. In the event of any claim, the Indemnifying Party may, at its sole option (a) obtain the right for the Indemnified Party to continue to use the facility or service; or (b) replace or modify the facility or service to make such facility or service non-infringing. If the Indemnifying Party is not reasonably able to obtain the right for continued use or to replace or modify the facility or service as provided in the preceding sentence and either (a) the facility or service is held to be infringing by a court of competent jurisdiction or (b) the Indemnifying Party reasonably believes that the facility or service will be held to infringe, the Indemnifying Party shall notify the Indemnified Party and the parties shall negotiate in good faith regarding reasonable modifications to this Agreement necessary to (1) mitigate damage or comply with an injunction which may result from such infringement or (2) allow cessation of further infringement. The Indemnifying Party may request that the Indemnified Party take steps to mitigate damages resulting from the infringement or alleged infringement including, but not limited to, accepting modifications to the facilities or services, and such request shall not be unreasonably denied.

5.9.2 Except as expressly provided in this Intellectual Property Section, nothing in this Agreement shall be construed as the grant of a license, either express or implied, with respect to any patent, copyright, logo, trademark, trade name, trade secret or any other intellectual property right now or hereafter owned, controlled or licensable by either Party. Neither Party may use any patent, copyright, logo, trademark, trade name, trade secret or other intellectual property rights of the other Party or its Affiliates without execution of a separate agreement between the Parties.

5.9.3 Neither Party shall without the express written permission of the other Party, state or imply that: 1) it is connected, or in any way affiliated with the other or its Affiliates; 2) it is part of a joint business association or any similar arrangement with the other or its Affiliates; 3) the other Party and its Affiliates are in any way sponsoring, endorsing or certifying it and its goods and services; or 4) with respect to its marketing, advertising or promotional activities or materials, the resold goods and services are in any way associated with or originated from the other or any of its Affiliates.

5.9.4 Qwest and Coop each recognize that nothing contained in this Agreement is intended as an assignment or grant to the other of any right, title or interest in or to the trademarks or service marks of the other (the Marks) and that this Agreement does not confer any right or license to grant sublicenses or permission to third parties to use the Marks of the other and is not assignable. Neither Party will do anything inconsistent with the other's ownership of their respective Marks, and all rights, if any, that may be acquired by use of the Marks shall inure to the benefit of their respective Owners. The Parties shall comply with all Applicable Law governing Marks worldwide and neither Party will infringe the Marks of the other.

5.10 Warranties

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND THAT ALL PRODUCTS AND SERVICES PROVIDED HEREUNDER ARE PROVIDED "AS IS," WITH ALL FAULTS.

5.11 Assignment

5.11.1 Neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may assign or transfer this Agreement to a corporate affiliate or an entity under its common control; however, if Coop's assignee or transferee has an Interconnection agreement with Qwest, no assignment or transfer of this Agreement shall be effective without the prior written consent of Qwest. Such consent shall include appropriate resolutions of conflicts and discrepancies between the assignee's or transferee's Interconnection agreement and this Agreement. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

5.11.2 Without limiting the generality of the foregoing subsection, any merger, dissolution, consolidation or other reorganization of Coop, or any sale, transfer, pledge or other disposition by Coop of securities representing more than fifty percent (50%) of the securities entitled to vote in an election of Coop's board of directors or other similar governing body, or any sale, transfer, pledge or other disposition by Coop of substantially all of its assets, shall be deemed a transfer of control. If any entity, other than Coop, involved in such merger, dissolution, consolidation, reorganization, sale, transfer, pledge or other disposition of Coop has an Interconnection agreement with Qwest, the Parties agree that only one agreement, either this Agreement or the Interconnection agreement of the other entity, will remain valid. All other Interconnection agreements will be terminated. The Parties agree to work together to determine which Interconnection agreement should remain valid and which should terminate. In the event the Parties cannot reach agreement on this issue, the issue shall be resolved through the Dispute Resolution process contained in this Agreement.

5.12 Default

If either Party defaults in the payment of any amount due hereunder, or if either Party violates any other material provision of this Agreement, and such default or violation shall continue for thirty (30) calendar days after written notice thereof, the other Party may seek relief in accordance with the Dispute Resolution provision of this Agreement. The failure of either Party to enforce any of the provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall, nevertheless, be and remain in full force and effect.

5.13 Disclaimer of Agency

Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

5.14 Severability

In the event that any one or more of the provisions contained herein shall for any reason be held to be unenforceable or invalid in any respect under law or regulation, the Parties will negotiate in good faith for replacement language as set forth herein. If any part of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will affect only the portion of this Agreement, which is invalid or unenforceable. In all other respects, this Agreement will stand as if such invalid or unenforceable provision had not been a part hereof, and the remainder of this Agreement shall remain in full force and effect.

5.15 Nondisclosure

The Parties agree not to exchange any confidential or proprietary information. Should the Parties modify this Agreement, they will negotiate an appropriate non disclosure provision.

5.16 Survival

Any liabilities or obligations of a Party for acts or omissions prior to the completion of the two year term, and any obligation of a Party under the provisions regarding indemnification, Confidential or Proprietary Information, limitations of liability, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or to be performed after) termination of this Agreement, shall survive cancellation or termination hereof.

5.17 Dispute Resolution

5.17.1 If any claim, controversy or dispute between the Parties, their agents, employees, officers, directors or affiliated agents should arise, and the Parties do not resolve it in the ordinary course of their dealings (the "Dispute"), then it shall be resolved in accordance with the dispute resolution process set forth in this Section. Each notice of default, unless cured within the applicable cure period, shall be resolved in accordance herewith.

5.17.2 At the written request of either Party, and prior to any other formal dispute resolution proceedings, Qwest shall designate a vice-presidential level employee and the Coop shall designate one of its Board members to review, meet, and negotiate, in good faith, to resolve the Dispute. The Parties intend that these negotiations be conducted by business representatives, and the locations, format, frequency, duration, and conclusions of these discussions shall be at the discretion of the representatives. By mutual agreement, the representatives may use other procedures, such as mediation, to assist in these negotiations. The discussions and correspondence among the representatives for the purposes of these negotiations shall be treated as Confidential Information developed for purposes of settlement, and shall be exempt from discovery and production, and shall not be admissible in any subsequent arbitration or other proceedings without the concurrence of both of the Parties.

5.17.3 If the vice-presidential level representatives have not reached a resolution of the Dispute within thirty (30) calendar days after the matter is referred to them, then either Party may demand that the Dispute be settled by arbitration. Such an arbitration proceeding shall be conducted by a panel of three arbitrators, knowledgeable about the telecommunications industry. The arbitration proceedings shall be conducted under the then-current rules of the American Arbitration Association ("AAA"). The Federal Arbitration Act, 9 U.S.C. Sections 1-16, not state law, shall govern the arbitrability of the Dispute. The arbitrator shall not have authority to award punitive damages. All expedited procedures prescribed by the AAA rules shall apply. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. Each Party shall bear its own costs and attorneys' fees, and shall share equally in the fees and expenses of the arbitrator. The arbitration proceedings shall occur in a mutually agreeable location. It is acknowledged that the Parties, by mutual, written agreement, may change any of these arbitration practices for a particular, some, or all Dispute(s).

5.17.4 Should it become necessary to resort to court proceedings to enforce a Party's compliance with the dispute resolution process set forth herein, and the court directs or otherwise requires compliance herewith, then all of the costs and expenses, including its reasonable attorney fees, incurred by the Party requesting such enforcement shall be reimbursed by the non-complying Party to the requesting Party.

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

5.18 Controlling Law

This Agreement is offered by Qwest and accepted by Coop in accordance with the terms of the Act and the State law of Colorado. It shall be interpreted solely in accordance with the terms of the Act and the State law of Colorado.

5.19 Responsibility for Environmental Contamination

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

which the indemnifying Party is responsible under applicable law.

5.20 Notices

Any notices required by or concerning this Agreement shall be in writing and sent by certified mail, return receipt requested, to Qwest and Coop at the addresses shown below:

Qwest Corporation
Director Interconnection
1801 California Street, Suite 2410
Denver, CO 80202

With copy to:
Qwest Law Department
Attention: Corporate Counsel, Interconnection
1801 California Street, Suite 3800
Denver, CO 80202

and to Coop at the address shown below:
Ruby Ranch Internet Cooperative Association
C/O Oppedahl & Larson LLP
P.O. Box 6088
Dillon, CO 804355088

5.21 Responsibility of Each Party

Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of all employees assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Each Party will be solely responsible for proper handling, storage, transport and disposal at its own expense of all (i) substances or materials that it or its contractors or agents bring to, create or assume control over at work locations, and (ii) waste resulting therefrom or otherwise generated in connection with its or its contractors' or agents' activities at the work locations. Subject to the limitations on liability and except as otherwise provided in this Agreement, each Party shall be responsible for (i) its own acts and performance of all obligations imposed by applicable law in connection with its activities, legal status and property, real or personal, and (ii) the acts of its own affiliates, employees, agents and contractors during the performance of that Party's obligations hereunder.

5.22 No Third Party Beneficiaries

Unless specifically set forth herein, this Agreement does not provide and shall not be construed to provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other privilege.

5.23 Referenced Documents

All references to Sections shall be deemed to be references to Sections of this Agreement unless the context shall otherwise require. Whenever any provision of this Agreement refers to a technical reference, technical publication, Qwest practice, any publication of telecommunications industry administrative or technical standards, or any other document specifically incorporated into this Agreement, it will be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successors) of such document that is in effect, and will include the most recent version or edition (including any amendments, supplements, addenda, or successors) of each document incorporated by reference in such a technical reference, technical publication, Qwest practice, or publication of industry standards. The existing configuration of either Party's network may not be in immediate compliance with the latest release of applicable referenced documents.

5.24 Publicity

Neither Party shall publish or use any publicity materials with respect to the execution and delivery of this Agreement without the prior written approval of the other Party. Nothing in this section shall limit a Party's ability to issue public statements with respect to regulatory or judicial proceedings.

5.25 Executed in Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original; but such counterparts shall together constitute one and the same instrument.

5.26 Compliance

Each Party shall comply with all applicable federal, state, and local laws, rules and regulations applicable to its performance under this Agreement. Without limiting the foregoing, Qwest and Coop agree to keep and maintain in full force and effect all permits, licenses, certificates, and other authorities needed to perform their respective obligations hereunder.

5.27 Compliance with the Communications Assistance Law Enforcement Act of 1994

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

5.28 Cooperation

The Parties agree that this Agreement involves the provision of Qwest services in ways such services were not previously available and the introduction of new processes and procedures to provide and bill such services. Accordingly, the Parties agree to work jointly and cooperatively in testing and implementing processes for pre-ordering, ordering, maintenance, provisioning and billing and in reasonably resolving issues which result from such implementation on a timely basis.

5.29 Amendments

When this document is being used as an Interconnection agreement, it can only be amended in writing, executed by the duly authorized representatives of the Parties.

5.30 Entire Agreement

This Agreement constitutes the entire agreement between Qwest and Coop and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.

5.31 Pick and Choose

The Parties agree to comply with Section 252(i) of the Act, and rules promulgated thereunder.

SECTION 6.0 - UNBUNDLED NETWORK ELEMENTS

6.1 General Terms

6.1.1 Coop and Qwest agree that the UNEs identified in the Unbundled Network Elements Section of this Agreement are not exclusive and that pursuant to changes in FCC rules or state laws, Coop may identify and request that Qwest furnish additional or revised UNEs to the extent required under Section 251(C)(3) of the Act and other applicable laws. Failure to list a UNE herein shall not constitute a waiver by Coop to obtain a UNE subsequently defined by the FCC or the state Commission.

6.1.2 Coop shall not use unbundled network elements as substitutes for special or Switched Access Services, except to the extent Coop provides such services to its end user customers in association with

Local Exchange Services or except to the extent that such elements meet the significant amount of Local Exchange Traffic requirements.

6.1.3 For purposes of this Agreement, Qwest provides UNEs on an individual element basis. In such circumstances, Coop is responsible for the end-to-end transmission and circuit functionality. Coop is responsible to test end-to-end on Unbundled Loops, ancillary and finished services combinations. Coop will have access to UNEs at the Collocation-established network demarcation point to perform all technically feasible testing to determine end-to-end transmission and circuit functionality. Upon a reasonable request by Coop, Qwest will confirm functionality or other operating parameters of the UNE consistent with the rates and charges for such testing as identified in Exhibit A. Qwest will test individual elements at the reasonable request of Coop when Qwest's maintenance and repair activities require it. Such testing will be consistent with testing appropriate to the individual UNE being tested.

6.1.4 Installation intervals for unbundled network elements are contained in Exhibit B.

6.1.5 Maintenance and repair is described herein. The Repair Center contact telephone numbers are provided in the Interconnect & Resale Resource Guide, which is located on the Qwest Web site.

6.1.6 In order to maintain and modernize the network properly, Qwest may make necessary modifications and changes to the UNEs in its network on an as needed basis. Such changes may result in minor changes to transmission parameters. Network maintenance and modernization activities will result in UNE transmission parameters that are within transmission limits of the UNE ordered by Coop. Qwest shall provide advance notice of changes that affect network interoperability pursuant to applicable FCC rules. Changes that affect network interoperability include changes to local dialing from seven (7) to ten (10) digit, area code splits, and new area code implementation. FCC rules are contained in CFR Part 51 and 52. Qwest provides such disclosures on an Internet web site.

6.1.7 Exhibit A of this Agreement contains the rates for unbundled network elements.

6.1.8 Miscellaneous Charges may include, for example, Cancellation Charges, Due Date Change Charges, Design Change Charges, Additional Dispatch Charge, and Additional Engineering. Rates are contained in Exhibit A.

6.2 Sub-Loop Unbundling

6.2.1 Description

6.2.1.1 A Sub-loop is defined as any portion of the loop that it is technically feasible to access at terminals in Qwest's outside plant, including inside wire. An accessible terminal is any point on the loop where technicians can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within. Such points may include, but are not limited to, the Feeder Distribution Interface (FDI) or Serving Area Interface (SAI).

6.2.1.1.1 Detached Terminals: All accessible terminals other than Multi-Tenant Environment (MTE) Terminals.

6.2.1.2 Sub-Loops available.

6.2.1.2.1 Two-Wire/Four Wire Unbundled Distribution Loop

6.2.1.2.2 Two-Wire/Four Wire Non-loaded Distribution Loop

6.2.1.3 Standard Sub-Loop Access

6.2.1.3.1 Accessing Sub-Loops in Detached Terminals: Sub-Loop Unbundling is available after Coop 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 Sub-Loop elements.

6.2.1.4 Field Connection Point

6.2.1.4.1 Field Connection Point (FCP) is a demarcation point that allows Coop to interconnect with Qwest outside of the Central Office location where it is technically feasible. The FCP interconnects Coop facilities to a terminal block within the accessible terminal. The terminal block allows a technician to access and combine Unbundled Sub-Loop elements. When a FCP is required, it must be in place before Sub-Loop orders are processed.

6.2.1.4.2 Placement of a FCP within a Qwest Premises for the sole purpose of creating a cross-connect field to support Sub-Loop unbundling constitutes a "Cross-Connect Collocation."

6.2.1.4.2.1 The Terms, Conditions, Intervals and Rates for FCP (Cross-Connect Collocation) are found within this Section.

6.2.1.4.2.2 To the extent that Coop places equipment in a Qwest Premises that requires power and or heat dissipation, such Collocation is governed by the Terms of the Collocation Section of this Agreement and does not constitute a FCP (Cross-Connect Collocation).

6.2.1.4.3 A FCP arrangement can be established either within a Qwest accessible terminal, or, if space within the accessible terminal is legitimately exhausted and when technically feasible, Coop may place the FCP in an adjacent terminal. Coop will have access to the equipment placed within the Collocation for maintenance purposes. However, Coop will not have access to the FCP interconnection point.

6.2.1.5 Once a state has determined that it is technically feasible to unbundle Sub-Loops at a designated accessible terminal, Qwest shall either agree to unbundle at such access point or shall have the burden to demonstrate, pursuant to the dispute resolution provisions of this Agreement, that it is not technically feasible, or that sufficient space is not available to unbundle Sub-Loop elements at such accessible terminal.

6.2.2 Standard Sub-Loops Available

6.2.2.1 Distribution Loops

6.2.2.1.1 Two-Wire/Four-Wire Unbundled Distribution Loop: a Qwest provided facility from the Qwest accessible terminal to the demarcation point or Network Interface Device (NID) at the end-user location. The Two-Wire/Four-Wire Unbundled Distribution Loop is suitable for local exchange-type services. Coop can obtain access to this unbundled element at any technically feasible accessible terminal.

6.2.2.1.2 Two-Wire/Four-Wire Non-Loaded Distribution Loop: a Qwest provided facility without load coils and excess bridge taps from the Qwest accessible terminal to the demarcation point or Network Interface Device (NID) at the end-user location. When Coop requests a Non-Loaded Unbundled Distribution Loop and there are none available, Qwest will contact Coop to determine if Coop wishes to have Qwest unload a Loop. If the response is affirmative, Qwest will dispatch a technician to "condition" the Distribution Loop by removing load coils and excess bridge taps (*i.e.*, "unload" the Loop). Coop may be charged the cable unloading and bridge tap removal non-recurring charge in addition to the Unbundled Loop installation nonrecurring charge. If a Qwest technician is dispatched and no load coils or bridge taps are removed, the non-recurring conditioning charge will not apply. Coop can obtain access to this unbundled element at any technically feasible accessible terminal.

6.2.3 Detached Terminal and Closed MTE Terminal Sub-Loop Access:

Terms and Conditions

6.2.3.1 Except as to access at an Open MTE Terminal, access to unbundled Sub-Loop elements at an accessible terminal must be made through a Field Connection Point (FCP).

6.2.3.2 To the extent that the accessible terminal does not have adequate capacity to house the network interface associated with the FCP, Coop may opt to use adjacent Collocation to the extent it is technically feasible. Such adjacent access shall comport with NEBs Level 1 safety standards

6.2.3.3 Field Connection Point

6.2.3.3.1 Qwest is not required to build additional space for Coop to access Sub-Loop elements. When technically feasible, Qwest shall allow Coop to construct its own structure adjacent to Qwest's accessible terminal. Coop shall obtain any necessary authorizations or rights of way required (which may include obtaining access to Qwest rights of way) and shall coordinate its facility placement with Qwest, when placing their facilities adjacent to Qwest facilities. Obstacles that Coop may encounter from cities, counties, electric power companies, property owners and similar third Parties, when it seeks to interconnect its equipment at Sub-loop access points, will be the responsibility of Coop to resolve with the municipality, utility, property owner or other third party.

6.2.3.3.2 The optimum point and method to access Sub-Loop elements will be determined during the Field Connection Point process. The Parties recognize a mutual obligation to interconnect in a manner that maintains network integrity, reliability, and security.

6.2.3.3.3 Coop must identify the size and type of cable that will be terminated in the Qwest FCP location. Qwest will terminate the cable in the Qwest accessible terminal if termination capacity is available. If termination capacity is not available, Qwest will expand the FDI at the request of Coop if technically feasible, all reconfiguration costs to be borne by Coop. In this situation only, Qwest shall seek to obtain any necessary authorizations or rights of way required to expand the terminal. It will be the responsibility of Qwest to seek to resolve obstacles that Qwest may encounter from cities, counties, electric power companies, property owners and similar third parties. The time it takes for Qwest to obtain such authorizations or rights of way shall be excluded from the time Qwest is expected to provision the FCP. Coop will be responsible for placing the cable from the Qwest FCP to its equipment. Qwest will perform all of the initial splicing at the FCP.

6.2.3.3.4 Coop may cancel a FCP request prior to Qwest completing the work by submitting a written notification via certified mail to its Qwest account manager. Coop shall be responsible for payment of all costs previously incurred by Qwest.

6.2.3.3.5 If the Parties are unable to reach an agreement on the design of the FCP through the Field Connection Point Process, the Parties may utilize the Dispute Resolution process pursuant to the Terms and Conditions Dispute Resolution Section. Alternatively, Coop may seek arbitration under Section 252 of the Act with the Commission, wherein Qwest shall have the burden to demonstrate that there is insufficient space in the accessible terminal to accommodate the FCP, or that the requested interconnection is not technically feasible.

6.2.3.4 At no time shall either Party rearrange the other Party's facilities within the accessible terminal or otherwise tamper with or damage the other Party's facilities. 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.

6.2.4. Ordering/Provisioning

6.2.4.1 All Subloop Types

6.2.4.1.1 Coop can order Sub-Loop elements via facsimile on a limited basis, not to exceed a total of sixty (60) orders for the term of this Agreement, or through the Operational Support Systems described in Exhibit D.

6.2.4.1.2 Coop shall identify Sub-Loop elements by NC/NCI codes.

6.2.4.2 Additional Terms for Detached Terminal Sub-Loop Access

6.2.4.2.1 Coop may only submit orders for Sub-Loop elements after the FCP is in place. The FCP shall be ordered pursuant to this Section. Coop will populate the Local Service Request (LSR) with the termination information provided at the completion of the FCP process.

6.2.4.2.2 Qwest shall dispatch a technician to run a jumper between its Sub-Loop elements and Coop's Sub-Loop elements. Coop shall not at any time disconnect Qwest facilities or attempt to run a jumper between its Sub-Loop elements and Qwest's Sub-Loop elements without specific written authorization from Qwest.

6.2.4.2.3 Once the FCP is in place, the Sub-Loop provisioning intervals contained in Exhibit B shall apply.

6.2.4.3 FCP Ordering Process

6.2.4.3.1 Coop shall submit a Field Connection Point Request Form to Qwest.

6.2.4.3.2 After construction of the FCP is complete, Coop will be notified of its termination location, which will be used for ordering Sub-Loops.

6.2.4.3.2.1 The following constitutes the interval for provisioning associated with a FCP, which intervals shall begin upon completion of the FCP Request Form in its entirety (see Exhibit E (FCP):

6.2.4.3.2.1.1 A FCP in a Detached Terminal shall be provisioned within ninety (90) calendar days from receipt of a written request by Coop.

6.2.4.3.2.1.2 Qwest may seek extended intervals if the work cannot reasonably be completed within the set interval. In such cases, Qwest shall provide written notification to Coop of the extended interval Qwest believes is necessary to complete the work. Coop 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.

6.2.5 Rate Elements

6.2.5.1 All Sub-Loop Types

6.2.5.1.1 Sub-Loop Recurring Charge - Coop will be charged a monthly recurring charge pursuant to Exhibit A for each Sub-Loop ordered by Coop.

6.2.5.1.2 Sub-Loop Non-recurring Charge - Coop will be charged a non-recurring charge pursuant to Exhibit A for each Sub-Loop ordered by Coop.

6.2.5.1.3 Sub-Loop Trouble Isolation Charge – Coop will be charged a Trouble Isolation Charge when trouble is reported but not found on the Qwest facility.

6.2.5.2 Additional rates for Detached Terminal and Closed MTE Terminal Sub-Loop Access:

6.2.5.2.1 FCP Charge: Coop shall pay the full non-recurring charge for creation of the FCP set forth in Exhibit A upon submission of the FCP Application. The FCP Request Form shall not be considered completed in its entirety until complete payment is submitted to Qwest.

6.2.5.2.2. Sub-loop Non-Recurring Jumper Charge – If Coop ordered a sub-loop type other than Intrabuilding Cable Loop, Coop will be charged a non-recurring basic installation charge for Qwest running jumpers within the accessible terminal pursuant to Exhibit A for each sub-loop ordered by Coop.

6.2.6. Repair and Maintenance

Detached Terminal and Closed MTE Terminal Sub-Loop Access: Qwest will maintain all of its facilities and equipment in the accessible terminal and Coop will maintain all of its facilities and equipment in the accessible terminal.

6.3 Network Interface Device (NID)

6.3.1 Description

The NID is defined as any means of Interconnection of end-user customer premises wiring to the incumbent LEC's distribution plant, such as a cross connect device used for that purpose. An incumbent LEC shall permit a requesting Telecommunications Carrier to connect its own loop facilities to on-premises wiring through the incumbent LEC's network interface device, or at any other technically feasible point. The NID then carries with it all features, functions and capabilities of the facilities used to connect the loop distribution plant to the customer premises wiring, regardless of the particular design of the NID mechanism. The modular NID is divided into two (2) components one containing the over-voltage unit (protector), buried service wire and drop terminals; the other containing the end user's inside wire, the inside wire terminals and a modular plug which connects the inside wire to the dial tone source. The non-modular NID is a protector block with the inside wire terminated directly on the dial-tone source. The NID provides a protective ground connection, provides protection against lightning and other high voltage surges and is capable of terminating cables such as twisted pair cable. If Coop orders Unbundled Loops on a reuse basis, the existing drop and Qwest's NID will remain in place and continue to carry the signal to the end user's equipment.

6.3.2 Terms and Conditions

6.3.2.1 Coop can use the existing Qwest NID to terminate its drop if space permits, otherwise a new NID or other technically feasible Interconnection point is required. If Coop installs its own NID, Coop may connect its NID to the Qwest NID by placing a cross-connect between the two (2). When provisioning a NID to NID connection, Coop will isolate the Qwest facility in the NID by unplugging the modular unit. If Coop requires that a non-modular unit be replaced with a modular NID, Qwest will perform the replacement and charges will be assessed for the NID and for the time associated with the request. If Coop is a facility based provider up to and including its NID, the Qwest facility currently in place, including the NID, will remain in place. At no time should either Party remove the other Party's facilities from the other Party's NID.

6.3.2.1.1 Qwest shall allow Coop to connect its loops directly to Qwest's NID enclosures that have additional space and are not used by Qwest or any other Telecommunications Carrier to provide service to the premises. These connections cannot be made in a splice case and such connections must be in compliance with the appropriate sections of FCC 88-57, NESC Sec. 315, and NEC Sec. 800-30. Coop agrees to pay for the use of the Qwest NID in accordance with the schedules set forth in Exhibit A of this Agreement.

6.3.2.1.2 Qwest shall allow Coop to use all features and functionality of the Qwest NID including any protection mechanisms, test capabilities, or any other capabilities now existing or as they may exist in the future.

6.3.2.1.3 Where environmental conditions permit, either Party may remove the inside wire from the NID and connect that wire to that Party's own NID.

6.3.2.1.4 Coop may enter the subscriber access chamber or "end user customer side" of "dual chamber" NID enclosures for the purpose of NID to NID connections.

6.3.2.1.5 Upon Coop request, Qwest will make other rearrangements to the inside wire terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting Coop. Such charges will be billed to the requesting Coop.

6.3.2.2 Qwest will retain sole ownership of the Qwest NID and its contents on Qwest's side. Qwest is not required to proactively conduct NID change-outs, on a wide scale basis. However, Qwest will change the NID on an individual request basis by Coop. Qwest is not required to inventory NID locations on behalf of Coop.

6.3.3 Rate Elements

6.3.3.1 If Coop requests a non-modular unit to be replaced with a modular NID, Qwest will do so. Charges will be assessed for the NID and the technician's installation and travel time. Any costs associated with Qwest's connection of Coop's NID to Qwest's NID will be charged to Coop. This is a nonrecurring charge and is contained in Exhibit A of this Agreement.

6.3.3.2 Recurring rates for the single tenant NID are contained in Exhibit A of this Agreement. If Coop orders an Unbundled Sub-Loop, the recurring NID rate is included as part of the Unbundled Sub-Loop rate.

6.3.3.3 If Coop orders a subloop, the nonrecurring charge for an NID does not apply where an existing NID has space available for the subloop. Installation of a screw terminal block in a vacant space of an existing NID for a subloop ordered by the Coop will not give rise to recurring or nonrecurring rates in addition to the subloop recurring and nonrecurring rates.

6.3.4 Ordering Process

When Coop submits an LSR for an Unbundled Loop, Coop will indicate in the Loop Service form if a modular NID is required at the end user's location. Stand-alone NIDs are ordered using the remarks section of the LSR form.

6.3.5 Maintenance and Repair

If Qwest is dispatched to a location and finds the existing protector in a state of disrepair, the protector will be replaced with a new modular NID at no cost to Coop. If Qwest is dispatched to an end user's location on a maintenance issue and finds the modular NID to be defective, Qwest will replace the defective element or, if beyond repair, the entire device.

6.3.6 Construction Charges

Qwest will conduct an individual financial assessment of any request which requires construction of network capacity, facilities, or space for access to or use of Unbundled Loops. When Qwest constructs to fulfill Coop's request for Unbundled Loops, Qwest will bid this construction on a case-by-case basis. Qwest will charge for the construction through non-recurring charges and a term agreement for the remaining recurring charge. When Coop orders the same or substantially similar service available to Qwest end user customers, nothing in this Section shall be interpreted to authorize Qwest to charge Coop for special construction where such charges are not provided for in a Tariff or where such charges would not be applied to a Qwest end user customer.

SECTION 7.0 – ACCESS TO POLES, DUCTS, CONDUITS, AND RIGHTS OF WAY

This Section 7 has been modified, at the request of Coop, to conform with Coop's business practice.

7.1 Description

7.1.1 Rights of Way (ROW) – Where it has ownership or control to do so, Qwest will provide to Coop (via an Access Agreement) access to available ROW for the purpose of placing telecommunications facilities. ROW includes land or other property owned or controlled by Qwest

and may run under, on, above, across, along or through public or private property or enter multi-unit buildings.

7.1.1.1 ROW means a real property interest in privately-owned real property, but expressly excluding any public, governmental, federal or Native American, or other quasi-public or non-private lands, sufficient to permit Qwest to place telecommunications facilities on such real property; such property owner may permit Qwest to install and maintain facilities under, on, above, across, along or through private property or enter multi-unit buildings.

7.1.2 Coop Duties – Coop shall have the duty to afford access to its ROW of Coop telecommunications services to Qwest the other party on rates, terms, and conditions that are consistent with 47 U.S.C. §Sections 224 and 251(b)(4) and applicable FCC orders and regulations or state rules, and further, Coop shall provide reasonable access to right of way when feasible and when access is necessary for Qwest to provide service as may be set forth in 47 U.S.C. §251(b)(4), applicable FCC orders and regulations or state rules.

7.1.3 The phrase “ownership or control to do so” means the legal right, as a matter of state law, to convey an interest in real or personal property.

7.2 Terms and Conditions

Qwest shall provide Coop non-discriminatory access to ROW on terms and conditions found in the Revised Qwest Right of Way, Pole Attachment and/or Innerduct Occupancy General Information Document. Qwest will not favor itself over Coop when provisioning access to ROW. Qwest shall not give itself preference when assigning space.

7.2.1 Subject to the provisions of this Agreement, Qwest agrees to issue to Coop authorization for Coop to attach, operate, maintain, rearrange, transfer and remove at its sole expense its facilities on ROW owned or controlled in whole or in part by Qwest, subject to Orders placed by Coop. Any and all rights granted to Coop shall be subject to and subordinate to any future local, state and/or federal requirements.

7.2.2 Qwest will rely on such codes as the National Electrical Safety Code (NESC) to prescribe standards with respect to capacity, safety, reliability, and general engineering principles.

7.2.3 Federal requirements, such as those imposed by Federal Energy Regulatory Commission (FERC) and Occupational Safety and Health Administration (OSHA), will continue to apply to the extent such requirements affect requests for attachments or occupancy to Qwest facilities under Section 224(f)(1) of the Act.

7.2.4 Coop shall provide access to a map of the requested ROW route, including estimated distances between major points, the identification and location of the ROW and a description of Coop's facilities. Qwest agrees to provide to Coop access to relevant plats, maps, engineering records and other data within ten (10) business days of receiving a request for such information, except in the case of extensive requests. Rates for such requests are shown in Exhibit A. Extensive requests involve the gathering of plats from more than one (1) location, span more than five (5) Wire Centers, or consist of ten (10) or more intra-Wire Center requests submitted simultaneously. Responses to extensive requests will be provided within a reasonable interval, not to exceed sixty (60) calendar days.

7.2.5 Qwest retains the right to determine the availability of ROW consistent with 47 USC § 224 and FCC orders, rules and regulations pursuant to 47 USC §224. In the event Qwest determines that rearrangement of the existing facilities on ROW is required before Coop's facilities can be accommodated, the actual cost of such modification will be included in Coop's nonrecurring charges for the associated Order (“Make-Ready fee”).

7.2.6 Where such authority does not already exist, Coop shall be responsible for obtaining the necessary legal authority to occupy ROW. Coop shall obtain any permits, licenses, bonds, or other necessary legal authority and permission, at Coop's sole expense, in order to perform its obligations under this Agreement. Coop shall contact all owners of public and private ROW to obtain the permission required to perform the work prior to entering the property or starting any

work thereon, in accordance with the Ordering Section below. Coop shall comply with all conditions of ROW and permits. Once such permission is obtained, all such work may be performed by Qwest or Coop at the option of Coop.

7.2.7 When final construction inspection by Qwest has been completed, Coop shall correct such non-complying conditions within the reasonable period of time specified by Qwest in its written notice. If corrections are not completed within the specified reasonable period, occupancy authorizations for the ROW system where non-complying conditions remain uncorrected shall suspend forthwith, regardless of whether Coop has energized the facilities occupying said ROW system and Coop shall remove its facilities from said ROW in accordance with the provisions of this Section, provided, however, if the corrections physically cannot be made within such specified time, and Coop has been diligently prosecuting such cure, Coop shall be granted a reasonable additional time to complete such cure. Qwest may deny further occupancy authorization to Coop until such non-complying conditions are corrected. If agreed between both Parties, Qwest shall perform or have performed such corrections and Coop shall pay Qwest the actual cost of performing such work. Subsequent inspections to determine if appropriate corrective actions have been taken may be made by Qwest.

7.2.8 Once Coop's facilities begin occupying the ROW system, Qwest may perform a reasonable number of inspections. Qwest shall bear the cost of such inspections unless the results of the inspection reveal any violation or hazard, or that Coop has in any other way failed to comply with the provisions of this Agreement; in which case Coop shall reimburse Qwest the costs of inspections and re-inspections, as required. Coop's representative may accompany Qwest on such field inspections. The cost of periodic inspection or any special inspections found necessary due to the existence of sub-standard or unauthorized occupancies shall be billed separately.

7.2.9 The costs of inspections made during construction and/or the final construction survey and subsequent inspection shall be billed to Coop upon completion of the inspections.

7.2.10 Final construction, subsequent, and periodic inspections or the failure to make such inspections, shall not relieve Coop of any responsibilities, obligations, or liability assigned under this Agreement.

7.2.11 Coop may use individual workers of its choice to perform any work necessary for the attaching of its facilities so long as such workers have the same qualifications and training as Qwest's workers. Coop may use any contractor approved by Qwest to perform Make-Ready Work.

7.2.12 If Qwest terminates an Order for cause, or if Coop terminates an Order without cause, subject to the provisions of this Section, Coop shall pay termination charges equal to the amount of fees and charges remaining on the terminated Order(s). "Cause" as used herein shall include, in the case of ROW, any act or omission that violates the terms and conditions of either (a) the Access Agreement by which Qwest conveys a right of access to the ROW to Coop, or (b) the instrument granting the original ROW to Qwest or its predecessor.

7.2.13 Qwest may abandon or sell any ROW at any time by giving written notice to Coop. Any ROW that is sold, will be sold subject to all existing legal rights of Coop. Upon abandonment of ROW, and with the concurrence of the other joint user(s), if necessary, Coop shall, within sixty (60) calendar days of such notice, either, 1) continue to occupy the ROW pursuant to its existing rights under this Agreement if the ROW is purchased by another party; 2) purchase the ROW from Qwest at the current market value; or 3) remove its facilities therefrom. Failure to explicitly elect one of the foregoing options within sixty (60) calendar days shall be deemed an election to purchase the ROW at the current market value if no other party purchased the ROW within this sixty (60) day period.

7.2.14 Coop's facilities shall be placed and maintained in accordance with the requirements and specifications of the current applicable standards of Telcordia Manual of Construction Standards, the National Electrical Code, the National Electrical Safety Code, and the rules and regulations of the Occupational Safety and Health Act, all of which are incorporated by reference, and any governing authority having jurisdiction. Where a difference in specifications exists, the more stringent shall apply. Notwithstanding the foregoing, Coop shall only be held to such standard as Qwest its Affiliates or any other Telecommunications Carrier is held. Failure to maintain facilities in accordance with the above requirements or failure to correct as provided

herein shall be cause for termination of the Order. Coop shall in a timely manner comply with all requests from Qwest to bring its facilities into compliance with these terms and conditions.

7.2.15 No act or failure to act by Qwest with regard to an unauthorized occupancy shall be deemed as the authorization of the occupancy. Any subsequently issued authorization shall not operate retroactively or constitute a waiver by Qwest of any of its rights or privileges under this Agreement or otherwise. Coop shall be subject to all liabilities of the Agreement in regard to said unauthorized occupancy from its inception.

7.2.16 Qwest will provide Coop non-discriminatory access to ROW pursuant to 47 USC § 224 and FCC orders, rules and regulations pursuant to 47 USC § 224. In the event of a conflict between this Agreement, on one hand, and 47 USC § 224 and FCC orders, rules and regulations pursuant to 47 USC § 224, on the other, 47 USC § 224 and FCC orders, rules and regulations pursuant to 47 USC § 224 shall govern. Further, in all cases, 47 USC § 224 and FCC orders, rules and regulations pursuant to 47 USC § 224 shall govern, provided however, that any Access Agreement that has been duly executed, acknowledged and recorded in the real property records for the county in which the ROW is located shall govern in any event pursuant to its terms.

7.2.17 Nothing in this Agreement shall require Qwest to exercise eminent domain on behalf of Coop.

7.2.18 Upon Coop request, Qwest will certify to a landowner with whom Qwest has an ROW agreement, the following:

7.2.18.1 that the ROW agreement with Qwest does not preclude the landowner from entering into a separate ROW agreement with Coop; and

7.2.18.2 that there will be no penalty under the agreement between the landowner and Qwest if the landowner enters into a ROW agreement with Coop.

7.3 Rate Elements

Qwest fees for attachments are in accordance with Section 224 of the Act and FCC orders, rules and regulations promulgated thereunder, as well as the rates established by the Commission including the following rates, are reflected in Exhibit A.

7.3.1 Inquiry Fee. A non-refundable pre-paid charge used to recover the costs associated with performing an internal record review to determine if a requested route and/or facility is available, or with respect to ROW, to determine the information necessary to create the ROW Matrix, which identifies, for each ROW, the name of the original grantor and the nature of the ROW (i.e., publicly recorded and non-recorded) and the MDU Matrix, which identifies each requested legal agreement between Qwest and a third party who has a multi-unit building in Qwest's possession that relates to Telecommunications Services provided to or through real property owned by the third party (MDU Agreement) and, for each such MDU Agreement, the name of the third party. Separate Inquiry Fees apply for ROW.

7.3.2 Access Agreement Preparation Fee. In the case of ROW, the Access Agreement Preparation Fee is a non-refundable, pre-paid charge which recovers the estimated actual costs for preparation of the Access Agreement for each ROW requested by Coop. Access Agreement Preparation Fees shall be billed in advance.

7.3.3 Make-Ready Fee. A pre-paid non-refundable (other than true-up) charge which recovers the cost of necessary work required to make the requested facility/ROW available for access. For ROW, this Make-Ready could include, but is not limited to, personnel time, including attorney time. With respect to ROW, Make-Ready work refers to legal or other investigation or analysis arising out of Coop's failure to comply with the ROW process, or other circumstances giving rise to such work beyond the simple preparation of one or more Access Agreements. The estimated pre-paid fee shall be billed in advance.

7.3.4 Access Agreement Consideration. A pre-paid fee which constitutes consideration for conveying access to the ROW to Coop. This fee shall be a one-time (i.e. non-recurring) fee.

7.4 Ordering

There are two (2) steps required before placing an Order for access to ROW; Inquiry Review and Field Verification.

7.4.1 Inquiry Reviews. Upon receipt of an inquiry regarding ROW access, Qwest will provide Coop with documentation. Coop will review the documents and provide Qwest with maps of the desired area indicating the ROW as well as the street addresses of any multi-unit buildings upon or through which Coop proposes construction on ROW owned or controlled by Qwest. Coop will include the appropriate Inquiry Fee with a completed request form.

7.4.1.1 Inquiry Review – ROW. Qwest shall, upon request of Coop, provide the ROW Matrix, the MDU Matrix and a copy of all publicly recorded agreements listed in those Matrices to Coop within ten (10) days of the request. Qwest will provide to Coop a copy of agreements listed in the Matrices that have not been publicly recorded if and only if Coop obtains authorization for such disclosure from the third party owner(s) of the real property at issue by an executed version of either the Consent to Disclosure form or the Consent Regarding Access Agreement form. Qwest may redact all dollar figures from copies of agreements listed in the Matrices that have not been publicly recorded that Qwest provides to Coop. Any dispute over whether terms have been redacted appropriately shall be resolved pursuant to the dispute resolution procedures set forth in this Agreement. Qwest makes no warranties concerning the accuracy of the information provided to Coop; Coop expressly acknowledges that Qwest's files contain only the original ROW instruments, and that the current owner(s) of the fee estate may not be the party identified in the document provided by Qwest.

7.4.2 Access Agreement Preparation (ROW). Coop will review the Inquiry results and determine whether to proceed with Access Agreement preparation for ROW. If Access Agreement preparation is desired, Coop will sign and return request form along with a check for the relevant Access Agreement Preparation Fee plus \$10.00 per Access Agreement as consideration for the Access Agreement. Upon payment of the relevant fee and Access Agreement consideration, if applicable, Qwest will provide, in the case of ROW, the completed Access Agreement(s), executed and acknowledged by Qwest. Upon completion of the Access Agreement(s) by Coop, the Access Agreement becomes effective to convey the interest identified in the Access Agreement (if any). Any dispute regarding whether a legal agreement conveys a ROW shall be resolved between Coop and the relevant third party or parties, and such disputes shall not involve Qwest.

7.4.3 Make-Ready - Estimates of Make-Ready are used to cover actual Make-Ready costs.

7.4.3.1 If Qwest requests, Coop will be responsible for payment of the actual Make-Ready costs determined if such costs exceed the estimate. Such payment shall be made within thirty (30) days of receipt of an invoice for the costs that exceed the estimate.

7.4.3.2 Within fifteen (15) business days of a request, Qwest will provide Coop copies of records reflecting actual cost of Make-Ready work; provided, however, that, if Qwest does not possess all such records at the time of the request, then Qwest will provide copies of such records within fifteen (15) business days of receipt of such records. Coop must request such records, if at all, within sixty (60) calendar days after written notification of the completion of the Make-Ready work.

7.4.3.3 If the actual Make-Ready costs are less than the estimate, an appropriate credit for the difference will be issued upon request. Such request must be received within sixty (60) calendar days following Coop's receipt of copies of records if Coop has requested records under this paragraph, or within sixty (60) calendar days after written notification of the completion of Make-Ready work if Coop has not requested records under this paragraph. Such credit will issue within ten (10) business days of Qwest's receipt of either all records related to such actual costs or Coop's request for credit, whichever comes last, but in no event later than ninety (90) calendar days following the request for credit.

7.4.3.4 If Coop cancels or if, due to circumstances unforeseen during inquiry/verification, Qwest denies the request for ROW, upon Coop request, Qwest will

also refund the difference between the actual Make-Ready costs incurred and those prepaid by Coop, if any. Such request must be made within thirty (30) calendar days of Coop's receipt of written denial or notification of cancellation. Any such refund shall be made within ten (10) business days of either receipt of Coop's request or Qwest's receipt of all records relating to the actual costs, whichever comes last, but in no event later than ninety (90) calendar days following the denial.

7.5 Billing

Coop agrees to pay the following fees in advance as appropriate: Inquiry Fee, Access Agreement Preparation Fee, Make-Ready Fee and Access Agreement Consideration. Make-Ready Fees will be computed in compliance with applicable local, state and federal guidelines. All fees shall be paid within thirty (30) days following receipt of invoices. All fees are not refundable except as expressly provided herein.

7.6 Maintenance and Repair

In the event of any service outage affecting both Qwest and Coop, repairs shall be effectuated on a non-discriminatory basis as established by local, state or federal requirements.

SECTION 8.0 - NETWORK SECURITY

Because the Coop does not intend to collocate within the Qwest central office, the following provisions that relate to security within a Qwest central office will be binding to the extent applicable.

8.1 Protection of Service and Property. Each Party shall exercise the same degree of care to prevent harm or damage to the other Party and any third parties, its employees, agents or end users, or their property as it employs to protect its own personnel, end users and property, etc.

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

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

8.4 Qwest and Coop share responsibility for security and network protection for each Collocation arrangement. Each Party's employees, agents or representatives must secure its own portable test equipment, spares, etc. and shall not use the test equipment or spares of other parties. Use of such test equipment or spares without written permission constitutes theft and may be prosecuted. Exceptions are the use of Qwest ladders in the Wire Center, either rolling or track, which Coop may use in the course of work operations. Qwest assumes no liability to Coop, its agents, employees or representatives, if Coop uses a Qwest ladder available in the Wire Center.

8.5 Each Party is responsible for the physical security of its employees, agents or representatives. Providing safety glasses, gloves, etc. must be done by the respective employing Party. Hazards handling and safety procedures relative to the telecommunications environment is the training responsibility of the employing Party. Proper use of tools, ladders, and test gear is the training responsibility of the employing Party.

8.6 In the event that one Party's employees, agents or representatives inadvertently damage or impair the equipment of the other Party, prompt notification will be given to the damaged Party by verbal notification between the Parties' technicians at the site or by telephone to each Party's 24 x 7 security numbers.

- 8.7 Each Party shall comply at all times with Qwest security and safety procedures and requirements.
- 8.8 Qwest will allow Coop to inspect or observe spaces which house or contain Coop equipment or equipment enclosures at any time and to furnish Coop with all keys, entry codes, lock combinations, or other materials or information which may be needed to gain entry into any secured Coop space, in a manner consistent with that used by Qwest.
- 8.9 Qwest will limit the keys used in its keying systems for enclosed collocated spaces which contain or house Coop equipment or equipment enclosures to its employees and representatives to emergency access only. Coop shall further have the right to change locks where deemed necessary for the protection and security of such spaces.
- 8.10 Keys may entail either metallic keys or combination electronic ID/key cards. It is solely the responsibility of Coop to ensure keys are not shared with unauthorized personnel and recover keys and electronic ID/keys promptly from discharged personnel, such that office security is always maintained. Qwest has similar responsibility for its employees.
- 8.11 Coop will train its employees, agents and vendors on Qwest security policies and guidelines.
- 8.12 When working on Qwest ICDF Frames or in Qwest equipment line-ups, Coop employees, agents and vendors agree to adhere to Qwest quality and performance standards provided by Qwest and as specified in this Agreement.
- 8.13 Coop shall report all material losses to Qwest Security. All security incidents are to be referred directly to local Qwest Security – 1-888-U S WEST-SECURE. In cases of emergency, Coop shall call 911 and 1-888-U S WEST-SECURE.
- 8.14 Coop employees, agents and vendors will display the identification/access card above the waist and visible at all times.
- 8.15 Coop employees will ensure adherence by its employees, agents and vendors to all Qwest environmental health and safety regulations. This includes all fire/life safety matters, OSHA, EPA, Federal, State and local regulations, including evacuation plans and indoor air quality.
- 8.16 Coop employees, agents and vendors will secure and lock all doors and gates.
- 8.17 Coop will report to Qwest all property and equipment losses immediately, any lost cards or keys, vandalism, unsecured conditions, security violations, anyone who is unauthorized to be in the work area or is not wearing the Qwest identification/access card.
- 8.18 Coop's employees, agents and vendors will comply with Qwest Central Office fire and safety regulations, which include but are not limited to, wearing safety glasses in designated areas, keeping doors and aisles free and clean of trip hazards such as wire, checking ladders before moving, not leaving test equipment or tools on rolling ladders, not blocking doors open, providing safety straps and cones in installation areas, using electrostatic discharge protection, and exercising good housekeeping.
- 8.19 Smoking is not allowed in Qwest buildings, Wire Centers, and all other Qwest facilities. No open flames shall be permitted anywhere within the buildings. Failure to abide by this restriction will result in immediate denial of access for that individual and will constitute a violation of the access rules, subjecting Coop to denial of unescorted access.
- 8.20 No flammable or explosive fluids or materials are to be kept or used anywhere within the Qwest buildings or on the grounds.
- 8.21 No weapons of any type are allowed on Qwest premises. Vehicles on Qwest property are subject to this restriction as well.
- 8.22 Coop's employees, agents or vendors may not make any modifications, alterations, additions or repairs to any space within the building or on the grounds.

8.23 Qwest employees may request Coop's employee, agent or vendor to stop any work activity that in their reasonable judgment is a jeopardy to personal safety or poses a potential for damage to the building, equipment of services within the facility.

8.24 Qwest is not liable for any damage, theft or personal injury resulting from Coop's employees, agents or vendors parking in a Qwest parking area.

8.25 Coop's employees, agents or vendors outside the designated Coop access area or without proper identification will be asked to vacate the premises and Qwest Security will be notified. Continued violations may result in termination of access privileges.

8.26 Building related problems may be referred to the Qwest Work Environment Centers:

800-879-3499 (CO, WY, AZ, NM)
800-201-7033 (all other Qwest states)

8.27 Coop will submit a Qwest Collocation Access Application form for individuals needing to access Qwest facilities. Coop and Qwest will meet to review applications and security requirements.

8.28 Coop employees, agents and vendors will utilize only corridors, stairways and elevators that provide direct access to Coop's space or the nearest restroom facility. Such access will be covered in orientation meetings. Access shall not be permitted to any other portions of the building.

8.29 Coop will collect identification/access cards for any employees, agents or vendors no longer working on behalf of Coop and forward them to Qwest Security. If cards or keys cannot be collected, Coop will immediately notify Qwest at 800-210-8169.

8.30 Coop will assist Qwest in validation and verification of identification of its employees, agents and vendors by providing a telephone contact available 7 days a week, 24 hours a day.

8.31 Coop employees, agents and vendors will notify Qwest Service Assurance (800-713-3666) when gaining access into a Central Office after hours. Normal business hours are 7:00 a.m. to 5:00 p.m.

8.32 Coop will notify Qwest if Coop has information that its employee, agent or vendor poses a safety and/or security risk. Qwest may deny access to anyone who in the reasonable judgment of Qwest threatens the safety or security of facilities or personnel.

8.33 Coop will supply to Qwest Security, and keep up to date, a list of its employees, agents and vendors who require access to Coop's space. The list will include names and social security numbers. Names of employees, agents or vendors to be added to the list will be provided to Qwest Security, who will provide it to the appropriate Qwest personnel.

8.34 Revenue Protection. Qwest shall make available to Coop all present and future fraud prevention or revenue protection features. These features include, but are not limited to, screening codes, 900 and 976 numbers. Qwest shall additionally provide partitioned access to fraud prevention, detection and control functionality within pertinent Operations Support Systems which include but are not limited to LIDB Fraud monitoring systems.

8.35 Law Enforcement Interface. Qwest provides emergency assistance to 911 centers and law enforcement agencies seven days a week/twenty-four hours a day. Assistance includes, but is not limited to, release of 911 trace and subscriber information; in-progress trace requests; establishing emergency trace equipment, release of information from an emergency trap/trace or *57 trace; requests for emergency subscriber information; assistance to law enforcement agencies in hostage/barricade situations, kidnappings, bomb threats, extortion/scams, runaways and life threats.

8.36 Qwest provides trap/trace, pen register and Title III assistance directly to law enforcement, if such assistance is directed by a court order. This service is provided during normal business hours, Monday through Friday. Exceptions are addressed in the above paragraph. The charges for these services will be billed directly to the law enforcement agency, without involvement of Coop, for any lines served from Qwest Wire Centers or cross boxes.

8.37 In all cases involving telephone lines served from Qwest Wire Centers or cross boxes, whether the line is a resold line or part of an Unbundled Local Switching or Unbundled Loop element, Qwest will perform trap/trace Title III and pen register assistance directly with law enforcement. Coop will not be involved or notified of such actions, due to non-disclosure court order considerations, as well as timely response duties when law enforcement agencies are involved. Exceptions to the above will be those cases, as yet undetermined, where Coop must participate due to technical reasons wherein its circuitry must be accessed or modified to comply with law enforcement, or for legal reasons that may evolve over time. Coop will provide Qwest with a 24 hour a day, 7 days a week contact for processing such requests, should they occur.

SECTION 9.0 - AUDIT PROCESS

9.1 "Audit" shall mean the comprehensive review of:

9.1.1 Data used in the billing process for services performed, including reciprocal compensation, and facilities provided under this Agreement; and

9.1.2 Data relevant to provisioning and maintenance for services performed or facilities provided by either of the Parties for itself or others that are similar to the services performed or facilities provided under this Agreement for Interconnection or access to Unbundled Loops, ancillary and finished services.

9.2 The data referred to above shall be relevant to any performance indicators that are adopted in connection with this Agreement, through negotiation, arbitration or otherwise. This Audit shall take place under the following conditions:

9.2.1 Either Party may request to perform an Audit.

9.2.2 The Audit shall occur upon thirty (30) business days written notice by the requesting Party to the non-requesting Party.

9.2.3 The Audit shall occur during normal business hours.

9.2.4 There shall be no more than two Audits requested by each Party under this Agreement in any 12-month period.

9.2.5 The requesting Party may review the non-requesting Party's records, books and documents, as may reasonably contain information relevant to the operation of this Agreement.

9.2.6 The location of the Audit shall be the location where the requested records, books and documents are retained in the normal course of business.

9.2.7 All transactions under this Agreement which are over twenty-four (24) months old will be considered accepted and no longer subject to Audit. The Parties agree to retain records of all transactions under this Agreement for at least 24 months.

9.2.8 Each Party shall bear its own expenses occasioned by the Audit, provided that the expense of any special data collection shall be borne by the requesting Party.

9.2.9 The Party requesting the Audit may request that an Audit be conducted by a mutually agreed-to independent auditor. Under this circumstance, the costs of the independent auditor shall be paid for by the Party requesting the Audit.

9.2.10 In the event that the non-requesting Party requests that the Audit be performed by an independent auditor, the Parties shall mutually agree to the selection of the independent auditor. Under this circumstance, the costs of the independent auditor shall be shared equally by the Parties.

9.2.11 The Parties agree that if an Audit discloses error(s), the Party responsible for the error(s) shall, in a timely manner, undertake corrective action for such error(s). All errors not corrected within thirty (30) business days shall be escalated to the Vice-President level.

9.3 All information received or reviewed by the requesting Party or the independent auditor in connection with the Audit is to be considered Proprietary Information as defined by this Agreement. The non-requesting Party reserves the right to require any non-employee who is involved directly or indirectly in any Audit or the resolution of its findings as described above to execute a nondisclosure agreement satisfactory to the non-requesting Party. To the extent an Audit involves access to information of other competitors, Coop and Qwest will aggregate such competitors' data before release to the other Party, to insure the protection of the proprietary nature of information of other competitors. To the extent a competitor is an affiliate of the Party being audited (including itself and its subsidiaries), the Parties shall be allowed to examine such affiliates' disaggregated data, as required by reasonable needs of the Audit.

SECTION 10.0 - CONSTRUCTION CHARGES

10.1 All rates, charges and initial service periods specified in this Agreement contemplate the provision of network Interconnection services and access to Unbundled Loops to the extent existing facilities are available. Except for modifications to existing facilities necessary to accommodate Interconnection and access to Unbundled Loops specifically provided for in this Agreement, Qwest will consider requests to build additional or further facilities for network Interconnection and access to Unbundled Loops, as described in the applicable Section of this Agreement.

10.2 All necessary construction will be undertaken at the discretion of Qwest, consistent with budgetary responsibilities, consideration for the impact on the general body of end users and without discrimination among the various carriers.

10.3 A quote for Coop's portion of a specific job will be provided to Coop. The quote will be in writing and will be binding for ninety (90) business days after the issue date. When accepted, Coop will be billed the quoted price and construction will commence after receipt of payment. If Coop chooses not to have Qwest construct the facilities, Qwest reserves the right to bill Coop for the expense incurred for producing the engineered job design

10.4 In the event a construction charge is applicable, Coop's service Application Date will become the date upon which Qwest receives the required payment.

SECTION 11.0 - NETWORK STANDARDS

11.1 The Parties recognize that Qwest services and network elements have been purchased and deployed, over time, to Telcordia and Qwest technical standards. Specification of standards is built into the Qwest purchasing process, whereby vendors incorporate such standards into the equipment Qwest purchases. Qwest supplements generally held industry standards with Qwest Technical Publications.

11.2 The Parties recognize that equipment vendors may manufacture telecommunications equipment that does not fully incorporate and may differ from industry standards at varying points in time (due to standards development processes and consensus) and either Party may have such equipment in place within its network. Except where otherwise explicitly stated within this Agreement, such equipment is acceptable to the Parties, provided said equipment does not pose a security, service or safety hazard to persons or property.

11.3 Generally accepted and developed industry standards which the Parties agree to support include, but are not limited to:

11.3.1 Loops

TA-TSY-000120 Subscriber Premises or Network Ground Wire

GR-49-CORE Generic Requirements for Outdoor Telephone Network Interface Requirements

TR-NWT-000937 Generic Requirements for Outdoor and Indoor Building Entrance

11.4 The Parties will cooperate in the development of national standards for Interconnection elements as the competitive environment evolves. Recognizing that there are no current national standards for

Interconnection network elements, Qwest has developed its own standards for some network elements, including:

Qwest Interconnection – Unbundled Loop #77384

Telecommunications Equipment Installation Guidelines TEIG-77350

11.5 Qwest Technical Publications have been developed to support service offerings, inform End Users and suppliers, and promote engineering consistency and deployment of developing technologies. Qwest provides all of its Technical Publications at no charge via website: <http://www.qwest.com/techpub/>.

SECTION 12.0 - SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives.

Ruby Ranch Internet Cooperative Association

Qwest Corporation

Signature

Signature

Name Printed/Typed

L.T. Christensen

Name Printed/Typed

Title

Director – Business Policy

Title

Date

Date