DIVIDER

STATE OF NORTH DAKOTA
INFORMATION TECHNOLOGY DEPARTMENT
SFN 2053 (4-2002)

PU-2207-00-333
Pathnet, Inc./U S WEST Communications
Interconnection Agreement Amendment
Application 00
Filed 7/5/2000 **Closed 9/26/2000**

Scott, Sandi L.

From: Bauske, Shelly A.
Sent: Thursday, March 01, 2001 3:30 PM
To: Scott, Sandi L.
Subject: Money Received.....

Case No. PU-2207-00-333
Pathnet
$167.19

Case No. PU-2410-00-534
360networks (USA) inc
$257.17

13 **PU-2207-00-333** Pages: 0

$167.19 received

by Pathnet, Inc. / U S WEST Communications

03/02/2001 CC: Comm Legal PUD (3)

Scott, Sandi L.

From: Bauske, Shelly A.
Sent: Tuesday, October 24, 2000 3:28 PM
To: Scott, Sandi L.
Subject: Money Received

Case No. PU-2146-00-351
DSLnet
$79.08

Case No. PU-2207-00-333
U S WEST (Qwest)
$167.18

Case No. PU-2352-00-390
U S WEST (Qwest)
$79.08

Case No. PU-2146-00-351
U S WEST (Qwest)
$79.08

12 **PU-2207-00-333** Pages: 0

$167 18 received

by U S WEST Communications

10/24/2000 CC: Comm Legal PUD (3)

APPROVED:
DATE: 10-11-00
KMF

MOTION

October 11, 2000

Pathnet, Inc./U S WEST
Interconnection Agreement-Amendment
Application

PU-2207-00-333

I move the Commission bill Pathnet, Inc. and U S WEST for costs incurred to date in Case No. PU-2207-00-333, Pathnet, Inc./U S WEST, Interconnection Agreement-Amendment, Application.

October 11, 2000

Michael Lubin
Pathnet Inc
1015 31st St NW Ste 500
Washington DC 20007

John Munn
U S WEST
1801 California St Rm 5100
Denver CO 80202

RE: Case No. PU-2207-00-333
Pathnet, Inc./U S WEST
Interconnection Agreement-Amendment
Application

Enclosed is a copy of the statement approved at the October 11, 2000 Public Service Commission meeting for the expenses incurred to date in Case No. PU-2207-00-333.

Under N.D.C.C. 49-21-01.7, these expenses are billed through the Valuation Fund and must be paid for by the telecommunications company involved.

Please make your check payable to the Public Service Commission.

Sincerely,

Gloria Geiger
Administrative Assistant
701-328-2401
Federal Tax ID 45-0309764

Enc.

c: Scott Macintosh
U S WEST
PO Box 5508
Bismarck ND 58502-5508

Director-Interconnection Compliance
U S WEST
1801 California St Rm 2410
Denver CO 80202

Billing Statement

October 11, 2000

Pathnet, Inc./U S WEST
Interconnection Agreement-Amendment
Application

PU-2207-00-333

Expenses Incurred to Date:

Advertising Costs	$334.37

Amount Due:

Pathnet, Inc.	$167.19
U S WEST	$167.18

Send Payment To:

Public Service Commission
600 E Boulevard Ave Dept 408
Bismarck ND 58505-0480

STATE OF NORTH DAKOTA

PUBLIC SERVICE COMMISSION

Pathnet, Inc./U S WEST
Interconnection Agreement-Amendment
Application

Case No. PU-2207-00-333

AFFIDAVIT OF SERVICE BY CERTIFIED MAIL AND ORDINARY MAIL

STATE OF NORTH DAKOTA
COUNTY OF BURLEIGH

Sharon Helbling deposes and says that:

she is over the age of 18 years and not a party to this action and, on the **21st day of September, 2000**, she deposited in the United States Mail, Bismarck, North Dakota, **two** envelopes with certified postage, return receipt requested, fully prepaid, securely sealed and each containing a photocopy of:

Order Approving Interconnection Agreement Amendment

The envelopes were addressed as follows:

Michael Lubin
Pathnet Inc
1015 31st St NW Ste 500
Washington D C 20007
Cert. No. 7099 3220 0002 8476 8432

John Munn
U S West Communications
1801 California St Rm 5100
Denver CO 80202
Cert. No. 7099 3220 0002 8476 8449

Sharon Helbling further deposes and says that on the **21st day of September, 2000**, she deposited in the United States Mail, Bismarck, North Dakota, **two** envelopes by regular mail, with postage fully prepaid, securely sealed, each containing a photocopy of the same.

Scott Macintosh
U S WEST
P O Box 5508
Bismarck ND 58502-5508

Dir-Interconnection Compliance
U S WEST
1801 California St Rm 2410
Denver CO 80202

Each address shown is the respective addressee's last reasonably ascertainable post office address.

Subscribed and sworn to before me
this **21st day of September, 2000**.

Notary Public

SEAL

SANDRA L. SCOTT
Notary Public, STATE OF NORTH DAKOTA
My Commission Expires JUNE 11, 2004

PU-2207-00-333

Copies To:

State Library (8 copies)

Historical Society

Associated Press

APPROVED
DATE: 9-20-00
KMF

MOTION

September 20, 2000

Pathnet, Inc./U S WEST
Interconnection Agreement Amendment
Application

Case No. PU-2207-00-333

I move the Commission adopt the Order Approving Interconnection Agreement Amendment in the application by U S WEST for approval of an interconnection agreement amendment negotiated with Pathnet, Inc., Case No. PU-2207-00-333.

JRL/sdh

000333-5.doc

9 **PU-2207-00-333** Pages: 1

Motion

by Public Service Commission

09/20/2000 CC: Comm Legal PUD (3)

STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION

Pathnet, Inc./U S WEST
Interconnection Agreement Amendment
Application

Case No. PU-207-00-333

ORDER APPROVING INTERCONNECTION AGREEMENT AMENDMENT

September 20, 2000

On July 5, 2000, U S WEST Communications, Inc. (U S WEST) filed an application for approval of an interconnection agreement second amendment negotiated with Pathnet, Inc. The amendment replaces Part E, Unbundled Network Elements, of the original agreement in its entirety, pursuant to the Federal Communications Commission's recent release of a new list of Unbundled Network Elements.

The agreement amendment was filed under Section 252(e) of the Telecommunications Act of 1996 (Act). The Act requires that any agreement adopted by negotiation or arbitration be submitted for approval to the Commission. Under section 252(e)(2)(A), the Commission may only reject an agreement (or portion thereof) adopted by negotiation if it finds that:

1. the agreement (or portion thereof) discriminates against a telecommunications carrier that was not a party to the agreement;
2. the implementation of the agreement (or portion thereof) is not consistent with the public interest, convenience, and necessity.

In addition, the Commission may include in its review state requirements which do not constitute barriers to entry under section 253.

Section 252(e)(4) requires that the Commission must act to approve or reject an agreement adopted by negotiation within ninety (90) days after submission by the parties.

On July 19, 2000, the Commission issued a Notice of Opportunity to File Written Comments, which provided that the Commission would receive written comments on the agreement until August 25, 2000. No comments have been received.

The Commission has reviewed the amended agreement and finds that it has not been shown to discriminate against a telecommunications carrier that was not a party to the agreement. The Commission further finds that implementation of the amended agreement has not been shown to be inconsistent with the public interest, convenience and necessity.

Order

The Commission orders:

1. The interconnection agreement second amendment negotiated between U S WEST Communications, Inc. and Pathnet, Inc. filed with the Commission on July 5, 2000, is APPROVED.

2. The Commission retains continuing jurisdiction over the amended agreement at all times.

3. Notice of any changes to the amended agreement must be filed promptly with the Commission.

4. The amended agreement must not be assigned, assumed or otherwise transferred without the approval of the Commission.

5. Each party to the amended agreement shall respond reasonably and in good faith to the other party's requests to implement the agreement.

PUBLIC SERVICE COMMISSION

Susan E. Wefald	**Bruce Hagen**	**Leo M. Reinbold**
Commissioner	**President**	**Commissioner**

Affidavit of Publication

State of North Dakota)
)
County of Burleigh)

Laurie Thiel, being duly sworn, state as follows:

1. I am the designated agent, under the provisions and for the purposes of, Section 31-04-06, NDCC, for the newspapers listed on the attached exhibits.

2. The newspapers listed on the exhibits published the advertisement of:
Pathnet, Inc./U.S West, 1 time(s)
as required by law or ordinance.

3. All of the listed newspapers are legal newspapers in the State of North Dakota and, under the provisions of Section 46-05-01, NDCC, are qualified to publish any public notice or any matter required by law or ordinance to be printed or published in a newspaper in North Dakota.

Signed: Laurie Thiel

Subscribed and sworn to before me this 15th day of August A.D. 2000.

Laurie Schaffer

LAURIE SCHAFFER
Notary Public, STATE OF NORTH DAKOTA
My Commission Expires DEC. 1, 2005

LAURIE SCHAFFER NOTARY PUBLIC STATE OF NORTH DAKOTA

7 PU-2207-00-333 Pages: 11

Affidavit of Publication

by North Dakota Advertising Service, Inc.

08/17/2000 CC: Comm Legal PUD (3)

Notice of Opportunity To File Written Comments
July 19, 2000
Case # PU - 207 - 00 - 233

Bismarck	7-26
Devils Lake	7-26
Dickinson	7-26
Fargo	7-30
Grand Forks	7-26
Jamestown	7-26
Minot	7.26
Valley City	7-26
Wahpeton	7-26
Williston	7-26

STATE OF NORTH DAKOTA

PUBLIC SERVICE COMMISSION

Pathnet, Inc./U S WEST
Interconnection Agreement-Amendment
Application

Case No. PU-2207-00-333

AFFIDAVIT OF SERVICE BY CERTIFIED MAIL AND ORDINARY MAIL

STATE OF NORTH DAKOTA
COUNTY OF BURLEIGH

Sharon Helbling deposes and says that:

she is over the age of 18 years and not a party to this action and, on the **20th day of July, 2000**, she deposited in the United States Mail, Bismarck, North Dakota, **two** envelopes with certified postage, return receipt requested, fully prepaid, securely sealed and each containing a photocopy of:

Notice of Opportunity to File Written Comments

The envelopes were addressed as follows:

Michael Lubin
Pathnet Inc
1015 31st St NW Ste 500
Washington D C 20007
Cert. No. 7099 3220 0002 8476 8173

John Munn
U S West Communications
1801 California St Rm 5100
Denver CO 80202
Cert. No. 7099 3220 0002 8476 8180

Sharon Helbling further deposes and says that on the **20th day of July, 2000**, she deposited in the United States Mail, Bismarck, North Dakota, **two** envelopes by regular mail, with postage fully prepaid, securely sealed, each containing a photocopy of the same.

Scott Macintosh
U S WEST
P O Box 5508
Bismarck ND 58502-5508

Dir-Interconnection Compliance
U S WEST
1801 California St Rm 2410
Denver CO 80202

Each address shown is the respective addressee's last reasonably ascertainable post office address.

Subscribed and sworn to before me
this **20th day of July, 2000**.

Notary Public

SEAL

SANDRA L. SCOTT
Notary Public, STATE OF NORTH DAKOTA
My Commission Expires JUNE 11, 2004

STATE OF NORTH DAKOTA

PUBLIC SERVICE COMMISSION

Pathnet, Inc./U S WEST
Interconnection Agreement-Amendment
Application

Case No. PU-2207-00-333

AFFIDAVIT OF SERVICE BY ORDINARY MAIL OR E-MAIL

STATE OF NORTH DAKOTA
COUNTY OF BURLEIGH

Sharon Helbling deposes and says that:

she is over the age of 18 years and not a party to this action and, on the **20th day of July, 2000**, she deposited in the United States Mail, Bismarck, North Dakota, envelopes by first class mail, fully prepaid, securely sealed, each containing a photocopy of:

Notice of Opportunity to File Written Comments

The envelopes were addressed as follows:

See Attached List

Each address shown is the respective addressee's last reasonably ascertainable post office address.

Sharon Helbling

Subscribed and sworn to before me
this **20th day of July, 2000**.

Sandra L Scott
Notary Public

SANDRA L. SCOTT
Notary Public, STATE OF NORTH DAKOTA
My Commission Expires JUNE 11, 2004

SEAL

PU-2207-00-333

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Associated Press

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Larry Barnes
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Robert Hil
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Dickey Rural Communications Inc
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Ellendale ND 58436-0069

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Richfield OH 44286

Lawrence Freedman
Fleischman & Walsh
1400 16th ST NW
Washington DC 20036

Ronald Rodemerk
Frontier Comm International
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Lucille Nilson
Griggs County Telephone Company
Cooperstown ND 58425

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Duluth GA 30096

Lance Sentman
International Telcom Ltd
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Seattle WA 98119

Nanette Edwards
ITC DELTACOM INC
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Huntsville AL 35802-1382

Thomas K Crowe
Law Offices of Thomas K Crowe PC
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Washington DC 20037

LCI International Telecom Corp
4650 Lakehurst Ct
Dublin OH 43017

LDM Systems Inc
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New York NY 10022

Level 3 Communications LLC
3555 Farnam St
Omaha NE 68131

Jan Lowe
Long Dist Consolidated Billing Co
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Rochester MI 48307-1837

Marilyn Foss
MCI WorldCom Inc
707 17th St Ste 3600
Denver CO 80202

MCImetro Access Transmission Services
1801 Pennsylvania Ave NW
Washington DC 20006

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Cedar Rapids IA 52406-3177

Carolyn Fodor
MIDCOM Communications Inc
26913 Northwestern Hwy #165
Southfield MI 48034

Midcontinent Communications
410 South Phillips Ave
Sioux Falls SD 57104

Mid-Rivers Telephone Coop Inc
P O Box 280
Circle MT 59215

Gordon Wilhelmi
Midstate Communications Inc
PO Box 400
Stanley ND 58784-0400

Mark Wilhelmi
Midstate Telephone Co
PO Box 400
Stanley ND 58784-0400

Minnesota Independent Equal Access Corp
10300 6th Avenue N
Plymouth MN 55441

Mike Strand
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Helena MT 59604-5237

MVX Communications LLC
100 Rowland Way Ste 145
Novato CA 94945

Dave Crothers
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Scobey MT 59263

Sharon Meinhart
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501 Bath St
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Net-tel Corporation
1023 31st St NW
Washington DC 20007

Sandra Adams
NewPath Holdings Inc
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Nextel West Corp
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Holly Sasscer
Operator Communications Inc
3530 Forest Ln Ste 200
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Pamcomm
P O Box 5200
Sioux Falls SD 57117-5200

Primus Telecommunications Inc
1700 Old Meadow Rd 3rd Fl
McLean VA 22102

Quintelco Inc
1 Blue Hill Plaza
Pearl River NY 10965

Dean Polkow
RCC Network Inc
PO Box 2000
Alexandria MN 56308-2000

Gene Sloan
Reservation Telephone Cooperative
Parshall ND 58770

Skyland Technologies Inc
P O Box 5237
Helena MT 59604-5237

Andrew Jones
Sprint
8140 Ward Pkwy Flr 5E
Kansas City MO 64114

Harris Saele
T P C Inc
PO Box 180
Devils Lake ND 58301-0180

Dave Dirck
North Dakota Telephone Company
PO Box 180
Devils Lake ND 58301-0180

Patrick Delaney
Overlook Communications International
1325 North Meadow Pkwy #S110
Roswell GA 30076

Bryan Engle
Parcel Consultants Inc
150 Commerce Rd
Cedar Grove NJ 07009

Jan Sebby
Pringle and Herigstad P C
PO Box 1000
Minot ND 58702-1000

Heather Troxell
Qwest Communications Corporation
4250 Fairfax Dr
Arlington VA 22203

RCN Long Distance Company
105 Carnegie Ctr
Princeton NJ 08540

Sandra Adams
NewPath Holdings Inc
4364 114th St
Des Moines IA 50322

Lisa Dabkowski
SNET America Inc
6 Devine St 1st Fl
North Haven CT 06743

Randy Burckhard
SRT Communications Inc
P O Box 789
Minot ND 58702-0789

Target Telecom Inc
1515 S Federal Hwy Ste 400
Boca Raton FL 33432-7451

Regulatory Analyst
Technologies Management Inc
PO Drawer 200
Winter Park FL 32790-0200

Jack Medaris
Telco Partners Inc
484 Norristown Rd Ste 123
Blue Bell PA 19422

Tele-Tech Inc
2900 W 11th St
Sioux Falls SD 57104-3660

T-Netix Inc
67 Inverness Drive E
Englewood CO 80112

Judy Peppler
U S WEST Communications Inc
PO Box 5508
Bismarck ND 58502-5508

Dick Boyer
U S West Interprise America Inc
1999 Bdwy Rm 700
Denver CO 80202

Sam Billingsley
United States Advanced Network Inc
3000 Nrothwoods Pkwy Ste 140
Norcross GA 30071

Dennis Houston
Universal Network Services of ND
1572 North Batavia St Ste 1A
Orange CA 92867

USBG Inc
5601 W 120th St
Alsip IL 60658

Randy Houdek
Venture Communications Inc
PO Box 157
Highmore SD 57345-0157

Thomas Cir o
Telco Communications
1100 Wilson Blvd Ste 1425
Arlington VA 22209-2297

Al Bosch
Tele-Beep Company
PO Box 7072
Bismarck ND 58502-7072

Liz Petroni
Teltrust Comm Services Inc
6322 S 3000 East
Salt Lake City UT 84121

Kenneth Carlson
Turtle Mountain Communications
PO Box 729
Langdon ND 58249-0729

Tim Kunkelman
U S WEST Communications Inc
1801 California St Rm 4630
Denver CO 80202

Giuseppe Vitale
UKI Communications Inc
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Las Vegas NV 89107

Kenneth Carlson
United Telephone Mut Aid Corp
Langdon ND 58249

Telecomm Dept
University of North Dakota
Box 8193
Grand Forks ND 58202-7141

Val-Ed Joint Venture LLP
150 2nd St SW
Perham MN 56573

Robert Barfield
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Hazen ND 58545-0467

Doris Cooper
West River Long Distance Co
PO Box 467
Hazen ND 58545-0467

Robert Bar ld
West River Telecomm Coop
PO Box 467
Hazen ND 58545-0467

Western CLEC Corporation
3650 131st Ave SE #400
Bellevue WA 98006

Z-Tel Communications Inc
601 S Harbour Island Blvd Ste 220
Tampa FL 33602-5925

Helbling, Sharon D.

From: Helbling, Sharon D.
Sent: Thursday, July 20, 2000 11:13 AM
To: 'ndna'
Subject: Attached Notices

Please have the attached Notices published as legal publications in the ten North Dakota daily newspapers. Also run them as "News Item Only" articles.

Send the bill to the Public Service Commission, along with a tear sheet for billing purposes.

If you have any questions, give me a call at 328-4076.

Thank you.

Sharon Helbling
Public Utilities Division


3.doc


1.doc


1.doc

4 **PU-2207-00-333** Pages: 1
07/20/2000
Public Service Commission
Notice e-mailed to NDNA for publication

CC: Comm Legal PUD (3)

APPROVED:
DATE: 7-19-00
KME

MOTION

July 19, 2000

Pathnet, Inc./U S WEST
Interconnection Agreement Amendment
Application

Case No. PU-2207-00-333

I move the Commission issue a Notice of Opportunity to File Written Comments in the application by U S WEST for approval of an interconnection agreement amendment negotiated with Pathnet, Inc., Case No. PU-2207-00-333.

JRL/sdh

000333-2.doc

3 **PU-2207-00-333** Pages: 1
07/19/2000
Public Service Commission
Motion

CC: Comm Legal P[illegible]

STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION

Pathnet, Inc./U S WEST
Interconnection Agreement Amendment
Application

Case No. PU-207-00-333

NOTICE OF OPPORTUNITY TO FILE WRITTEN COMMENTS

July 19, 2000

On July 5, 2000, U S WEST Communications, Inc. (U S WEST) filed an application for approval of an interconnection agreement second amendment negotiated with Pathnet, Inc. The amendment replaces Part E, Unbundled Network Elements, of the original agreement in its entirety, pursuant to the Federal Communications Commission's recent release of a new list of Unbundled Network Elements.

This amendment was filed under Section 252(e) of the Telecommunications Act of 1996 (Act). The Act requires that any agreement adopted by negotiation or arbitration be submitted for approval to the Commission. Under section 252(e)(2)(A), the Commission may only reject an agreement (or portion thereof) adopted by negotiation if it finds that:

1. the agreement (or portion thereof) discriminates against a telecommunications carrier that was not a party to the agreement;
2. the implementation of the agreement (or portion thereof) is not consistent with the public interest, convenience, and necessity.

In addition, the Commission may include in its review state requirements which do not constitute barriers to entry under section 253.

Section 252(e)(4) requires that the Commission must act to approve or reject an agreement adopted by negotiation within ninety (90) days after submission by the parties.

The Commission will receive written comments on this Interconnection Agreement Amendment until August 25, 2000.

For more information contact the Public Service Commission, State Capitol, Bismarck, North Dakota 58505, 701-328-2400; or Relay North Dakota 1-800-366-6888 TTY. If you require any auxiliary aids or services, such as readers, signers, or Braille materials please notify Jon Mielke, Executive Secretary.

PUBLIC SERVICE COMMISSION

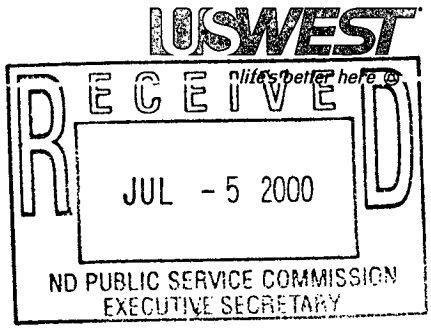
Susan E. Wefald	**Bruce Hagen**	**Leo M. Reinbold**
Commissioner	**President**	**Commissioner**

U S WEST, Inc.
7800 E. Orchard Road, Suite 250
Englewood, Colorado 80111
(303) 793-6612-Phone
(303) 793-6633-Fax
sbowens@uswest.com

Sally E. Bowen
Contract Administrator

Contract Development
and Services

Law Department



July 3, 20000

Via Overnight Delivery

Mr. Jon H. Mielke, Executive Secretary
North Dakota Public Service Commission
600 E. Boulevard, Dept. 408
Bismarck, ND 58505-0480

Re: Filing of Second Amendment to the Wireline Agreement between U S WEST Communications, Inc. and Pathnet, Inc.

Dear Mr. Mielke:

Enclosed for filing is an original and seven (7) copies of the Second Amendment to the Wireline Interconnection Agreement (the "Amendment") between Pathnet, Inc. ("Pathnet") and U S WEST Communications, Inc. ("U S WEST"). This Amendment was reached through voluntary negotiation between U S WEST and Pathnet.

This Amendment supplements the original interconnection agreement between Pathnet and U S WEST which was approved by the Commission on January 26, 2000, in Case No. PU-2207-99-650. This Amendment replaces Part E, Unbundled Network Elements (UNEs), of the original agreement in its entirety, pursuant to the Federal Communications Commission's recent release of a new list of UNEs.

Also enclosed is an extra copy of this letter. Please date stamp the extra copy and return it to me in the enclosed self-addressed stamped envelope. Please send any and all correspondence regarding this matter to the undersigned. Thank you for your cooperation and assistance in this matter. Please feel free to contact me at (303) 793-6612 should you have any questions.

Yours truly,

Sally E. Bowen

Enclosures

cc: Pathnet, Inc.
Michael Lubin
General Counsel
1015 31street NW, Suite 500
Washington, DC 20007

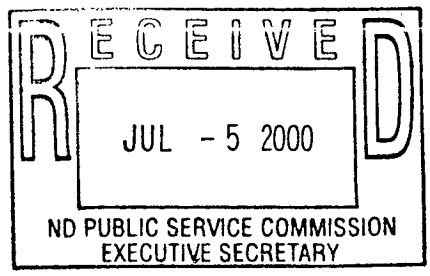
1 **PU-2207-00-333** Pages: 84
07/05/2000
Pathnet, Inc. / U S WEST Communications
Interconnection Agreement/Amendment filing

CC: Comm Legal PUD (3)

Pathnet, Inc.
J. Alfred Baird
Vice President
Access Policy and Planning
1015 31st Street NW, Suite 500
Washington, D.C. 20007

U S WEST, Inc. Law Department
Counsel, Interconnection
1801 California Street, 51st Floor
Denver, Colorado 80202

Scott A. Macintosh
Manager - Public Policy
U S WEST Communications, Inc.
220 N 5 Street
Bismarck, ND 58506



Amendment No. 2
to the
Interconnection Agreement
between
U S WEST Communications, Inc.
and
Pathnet, Inc.
for the State of North Dakota

This is Amendment No. 2 ("Amendment") to the Interconnection Agreement between Pathnet, Inc. ("CLEC"), a Delaware corporation, and U S WEST Communications, Inc. ("U S WEST"), a Colorado corporation. CLEC and U S WEST shall be known jointly as the "Parties".

WHEREAS, the Parties entered into an Interconnection Agreement, for the state of North Dakota, that was approved by North Dakota Public Service Commission ("Commission") on January 26, 2000 (the "Agreement"); and

WHEREAS, the Parties entered into an Amendment No. 1 to the Agreement that was approved by Commission on May 10, 2000 (the "Agreement"); and

WHEREAS, the Federal Communications Commission ("FCC') recently released a new list of unbundled network elements ("UNEs") that purportedly satisfy the "necessary" and "impair" standards of section 251(d)(2) of the Telecommunications Act of 1996. See in the Matter of Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98 (rel. Nov. 5, 1999).

NOW, THEREFORE, the Parties wish to amend the Agreement under the terms and conditions set forth below.

Amendment Terms

The Agreement is hereby amended by replacing Part E, Unbundled Network Elements (UNEs), in its entirety, with the attached UNE terms, conditions and rates, as set forth in Attachment No. 1 and Exhibits A and B, to this Amendment, attached hereto and incorporated herein.

Effective Date

This Amendment shall be deemed effective upon approval by the Commission; however, the Parties may agree to implement the provisions of this Amendment upon execution.

Except as amended herein, all other terms and conditions of the Agreement shall remain in full force and effect.

The Parties hereby execute and authorize this Amendment as of the latest signature date shown below:

Pathnet, Inc.

J. Alfred Baird
Signature

J. ALFRED BAIRD
Name Printed/Typed

VICE PRESIDENT ACCESS POLICY & PLANNING
Title

JUNE 13, 2000
Date

U S WEST Communications, Inc.

Elizabeth J. Stamp
Signature

Elizabeth J. Stamp
Name Printed/Typed

Director - Interconnect
Title

06/21/00
Date

ATTACHMENT 1

PART E - UNBUNDLED NETWORK ELEMENTS

(E)1 General Terms

(E)1.1 The provisions in this Amendment 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"). Among the Existing Rules are the results of arbitrated decisions by the Commission which are currently being challenged by U S WEST or CLEC. Among the Existing Rules are certain FCC rules and orders that are the subject of, or affected by, the opinion issued by the Supreme Court of the United States in *AT&T Corp., et al. v. Iowa Utilities Board, et al.* on January 25, 1999. Many of the Existing Rules, including rules concerning which Network Elements are subject to unbundling requirements, may be changed or modified during legal proceedings that follow the Supreme Court opinion. Among the Existing Rules are the FCC's orders regarding BOCs' applications under Section 271 of the Act. U S WEST is basing the offerings in this Amendment on the Existing Rules, including the FCC's orders on BOC 271 applications. Nothing in this Amendment shall be deemed an admission by U S WEST concerning the interpretation or effect of the Existing Rules or an admission by U S WEST that the Existing Rules should not be vacated, dismissed, stayed or modified. Nothing in this Amendment shall preclude or estop U S WEST or CLEC from taking any position in any forum concerning the proper interpretation or effect of the Existing Rules 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 Amendment and all contracts adopting all or part of this Amendment 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 CLEC's Agreement. It is expressly understood that this Amendment will be corrected to reflect the outcome of generic proceedings by the Commission for pricing, service standards, or other matters covered by this Amendment. This Section (E)1.1 shall be considered part of the rates, terms, and conditions of the unbundled network element arrangement contained in this Amendment, and this Section (E)1.1 shall be considered legitimately related to the purchase of each unbundled network element arrangement contained in this Amendment.

(E)1.2 U S WEST shall provide non-discriminatory access to unbundled network elements on rates, terms and conditions that are non-discriminatory, just and reasonable. U S WEST shall provide to CLEC on a non-discriminatory basis unbundled network elements of substantially the same quality as the network facilities that U S WEST uses to provide service to its own end-users within a reasonable timeframe and with a minimum of service disruption.

(E)1.3 Unless expressly authorized by the FCC or Commission, CLEC shall not use unbundled network elements or ancillary services as substitutes for special or switched access services, except to the extent CLEC provides such services to its end users in association with local exchange services.

(E)1.4 U S WEST will provide a connection between unbundled network elements and a demarcation point. Such connection is an Interconnection Tie Pair (ITP). An ITP is required for each unbundled network element, ancillary service or interconnection service delivered to CLEC. The ITP provides the connection between the unbundled network element or interconnection service and the ICDF or demarcation point. The ITP is ordered in conjunction

with a UNE. There is a recurring and nonrecurring charge for the ITP as contained in Exhibit A. The ITP may be ordered per termination. The demarcation point shall be:

a) at CLEC-provided cross-connection equipment located in the CLEC's Virtual or Physical Collocation Space; or

b) if CLEC elects to use ICDF Collocation, at the Interconnection Distribution Frame (ICDF); or

c) if CLEC elects to use an ICDF in association with Virtual or Physical Collocation, at the ICDF; or

d) at another demarcation point mutually-agreed to by the parties.

(E)1.5 CLEC may connect UNEs in any technically feasible manner. U S WEST will provide CLEC with the same features, functions and capabilities of a particular element that U S WEST provides to itself. U S WEST will not restrict the types of telecommunications services the CLEC may offer through unbundled elements, nor will it restrict the CLEC from combining elements with any technically compatible equipment the CLEC owns. U S WEST will provide the CLEC with all of the functionalities of a particular element, so that CLEC can provide any telecommunications services that can be offered by means of the element. U S WEST shall provide such unbundled network elements in a manner that allows CLEC to combine such elements in order to provide Telecommunications Service.

(E)1.6 Except as set forth in Section (E)23, U S WEST provides UNEs on an individual element basis. In such circumstances, CLEC is responsible for the end-to-end transmission and circuit functionality. CLEC is responsible to test end-to-end on unbundled loops, ancillary and finished services combinations.

(E)1.7 Installation intervals for unbundled loops are contained in Section (E)2.4.5 through (E)2.4.8. Installation intervals for other UNEs are provided herein or in the Interconnect and Resale Resource Guide.

(E)1.8 The Repair Center contact telephone numbers are provided in the Interconnect & Resale Resource Guide, which is located on the U S WEST Web site.

(E)1.9 In order to maintain and modernize the network properly, U S WEST 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. U S WEST shall provide advance notice of changes that affect network interoperability pursuant to applicable FCC rules.

(E)1.10 Channel Regeneration Charge. This charge is required when the distance from the U S WEST network to the leased physical space (for Physical Collocation), the collocated equipment (for Virtual Collocation), or the ICDF (for ICDF Collocation) is of sufficient length to require regeneration, based upon the acceptable industry standards as published by U S WEST.

(E)1.11 Exhibit A of this Amendment contains the rates for unbundled network elements.

(E)1.12 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.

(E)2 Unbundled Loops

(E)2.1 Description

U S WEST offers non-discriminatory access to Unbundled Loops. An Unbundled Loop establishes a transmission path between a central office distribution frame (or equivalent) up to, and including, U S WEST's Network Interface Device (NID) and/or demarcation point. For existing Loops, the inside wire connection to the NID and/or demarcation point will remain intact. Unbundled Loops are available in three categories: (i) 2-Wire or 4-Wire Analog, (ii) 2-Wire or 4-Wire Non-Loaded and (iii) Digital Capable - either Basic Rate ISDN, DS1, DS3 or ADSL (Asymmetric Digital Subscriber Loop).

(E)2.2 Terms and Conditions

(E)2.2.1 U S WEST shall provide to CLEC on a non-discriminatory basis Unbundled Loops of substantially the same quality as the Loop that U S WEST uses to provide service to its own end-users within a reasonable timeframe and with a minimum of service disruption.

(E)2.2.2 Analog Unbundled Loops are available as a two-wire or four-wire voice grade, point-to-point configuration suitable for local exchange type services within the analog voice frequency range of 300 to 3000 Hz. For the two-wire and four-wire configuration, CLEC must specify the signaling option. The actual Loop facilities may utilize various technologies or combinations of technologies. If U S WEST uses Integrated Digital Loop Carrier (IDLC) systems to provide the local Loop, to the extent possible, U S WEST will make alternate arrangements to permit CLEC to order a contiguous Unbundled Loop.

(E)2.2.3 Digital Capable or Qualified Loops-Basic Rate ISDN, DS1 or DS3 capable and ADSL. Unbundled digital loops are transmission paths capable of carrying specifically formatted and line coded digital signals. Unbundled digital Loops may be provided using a variety of transmission technologies including but not limited to metallic wire, metallic wire based digital loop carrier and fiber optic fed digital carrier systems. U S WEST will determine the specific transmission technology by which the Loop will be provided. Such technologies are used singularly or in tandem in providing service. DC continuity is not inherent in this service. Charges shall apply for conditioning of the digital capable loops, as requested by the CLEC, if necessary, as determined by U S WEST.

(E)2.2.4 When CLEC requests a non-loaded Unbundled Loop and there are none available, U S WEST will contact CLEC to determine if CLEC wishes to have U S WEST unload a Loop. If the response is affirmative, U S WEST will dispatch a technician to "condition" the Loop by removing load coils and excess bridge taps (*i.e.,* "unload" the Loop) in order to provide CLEC with a Non-Loaded Loop. CLEC will be charged the cable unloading and bridge tap removal non-recurring charge in addition to the Unbundled Loop installation nonrecurring charge. If a U S WEST technician is

dispatched and no load coils or bridge taps are removed, the non-recurring charge will not apply. Placement of repeaters either in the field or in the Central Office are not included as part of the conditioning charge. Repeater placement is included under Extension Technology. If U S WEST uses Integrated Digital Loop Carrier (IDLC) systems to provide the Unbundled Loop, to the extent possible, U S WEST will make alternate arrangements to permit CLEC to order a contiguous Unbundled Loop.

(E)2.2.5 When CLEC requests a Basic Rate ISDN capable Loop, U S WEST will dispatch a technician to provide Extension Technology (as defined in the Interconnect and Resale Resource Guide), that may include the placement of repeaters, in either the Central Office or in the field, or BRITE cards in both the COT and RT in order to make the Loop ISDN Capable. The ISDN Capable Loop may also require conditioning (*e.g.,* removal of loads or bridged tap). CLEC will be charged an Extension Technology recurring charge in addition to the Unbundled Loop recurring charge as specified in Exhibit A of this Amendment. If U S WEST uses Integrated Digital Loop Carrier (IDLC) systems to provide the Unbundled Loop, to the extent possible, U S WEST will make alternate arrangements, which could include Line and Station Transfers (LST), to permit CLEC to order a contiguous Unbundled Loop.

(E)2.2.6 When CLEC requests a DS1 or DS3 Capable Loop, U S WEST will provide access to the existing electronics at both ends including any intermediate repeaters.

(E)2.2.7 U S WEST is not obligated to provision BRI-ISDN, DS1, or DS3 capable or ADSL capable Loops in areas served by Loop facilities and/or transmission equipment that are not compatible with the requested service. To avoid spectrum conflict within U S WEST facilities, U S WEST may control the use of certain cables for spectrum management considerations and at parity with the facility used by U S WEST and other carriers purchasing these kinds of Loops.

(E)2.2.8 When a CLEC requests an ADSL Qualified Loop, U S WEST will pre-qualify the requested circuit by utilizing the existing telephone number or address to determine whether it meets ADSL specifications. If a circuit qualifies for ADSL then conditioning is not required. The qualification process tests the circuit for compliance with the design requirements specified in U S WEST's Technical Publication 77384.

(E)2.2.9 CLEC has four installation options available when ordering an Unbundled Loop. Depending upon the type of Loop ordered (analog or digital capable), the rates for the installation options will vary. Rates are contained in Exhibit A of this Amendment.

(E)2.2.9.1 Basic Installation Option for Existing Service.

The Basic Installation option may be ordered for existing (reuse) service only. For an existing U S WEST or other CLEC end user changing to CLEC, the Basic Installation option has no associated circuit testing. U S WEST disconnects the Loop from its current termination and delivers it via the ITP to the point of demarcation. U S WEST will notify CLEC when the work activity is complete. Basic Installation Rates apply for this option and are contained in Exhibit A of this Amendment.

(E)2.2.9.2 Basic Installation with Performance Testing Option for New Service.

The Basic Installation with Performance Testing option is the minimum level of installation required for new service. For new service that has not previously existed, U S WEST will complete the circuit wiring per the WORD document and/or the service order. U S WEST will perform the required performance tests to ensure the new circuit meets the required parameter limits. The test results are recorded as benchmarks for future testing purposes. The test results are forwarded to CLEC by U S WEST. Basic Installation with Performance Testing rates apply for this option and are contained in Exhibit A of this Amendment.

(E)2.2.9.3 Coordinated Installation with Cooperative Testing Option.

The Coordinated Installation with Cooperative Testing option may be ordered for new or existing service. For an existing U S WEST or other CLEC end user changing to CLEC, the Coordinated Installation option includes cooperative testing. CLEC has the option of designating a specific appointment time when the order is placed. If no appointment time is specified when the order is initiated, CLEC will provide such information to U S WEST at least 48 hours prior to the desired appointment time. At the appointment time, U S WEST will disconnect the Loop from its current termination and deliver it to the point of demarcation in coordination with CLEC. U S WEST will complete the required performance tests and perform other testing as requested by CLEC. Testing requested by CLEC that exceeds testing requirements contained in U S WEST's Technical Publication 77384 will be billed to CLEC. Test results will be recorded as benchmarks for future testing and will be forwarded to CLEC. Coordinated Installation with Cooperative Testing rates apply for this option and are contained in Exhibit A of this Amendment. The following are the performance tests generally performed by loop type:

- **2-Wire and 4-Wire Analog Loops**
  No, Opens, Grounds, Shorts, or Foreign Volts

  Insertion Loss = 0 to -8.5 dB at 1004 Hz
  Automatic Number Identification (ANI) when dial-tone is present

- **2-Wire and 4-Wire Non-Loaded Loops**
  No Load Coils, Opens, Grounds, Shorts, or Foreign Volts

  Insertion Loss = 0 to -8.5 dB at 1004 Hz
  Automatic Number Identification (ANI) when dial-tone is present

Digital Capable Loops

- **Basic Rate ISDN Capable Loops**
  No Load Coils, Opens, Grounds, Shorts, or Foreign Volts
  Insertion Loss = $\leq$ 40 dB at 40 kHz
  Automatic Number Identification (ANI) when dial-tone is present

- **DS1 Capable Loops**
  No Load Coils, Opens, Grounds, Shorts, or Foreign Volts

- **DS3 Capable Loops**
  Continuity Testing

- **ADSL Qualified Loops**
  No Load Coils, Opens, Grounds, Shorts, or Foreign Volts

  Insertion Loss = ≤ 41 dB at 196 kHz
  Automatic Number Identification (ANI) when dial-tone is present

(E)2.2.9.4 Coordinated Installation without Testing for Existing Service.

Coordinated Installation without Testing may be ordered for 2-wire analog loop start or ground start Unbundled Loops. For an existing U S WEST or other CLEC end user changing to CLEC, this option remains a procedure in which U S WEST disconnects the Loop and delivers it via an ITP to the demarcation point. In addition, this procedure offers CLEC the ability to coordinate the conversion activity, allowing CLEC's end user to pre-plan for minimal service interruption. At CLEC's designated time, U S WEST will contact CLEC with notification that the work activity is beginning. If no appointment time is specified when the order is initiated, CLEC will provide such information to U S WEST at least 48 hours prior to the desired appointment time. At the appointment time, U S WEST disconnects the Loop from its current termination and delivers it via an ITP to the point of demarcation. Once the work has been completed, U S WEST will notify CLEC that the procedure has been completed. Coordinated Installation without Cooperative Testing rates apply for this option and are contained in Exhibit A of this Amendment.

(E)2.2.10 Multiplexing of the Unbundled Loop. CLEC may order multiplexing for Unbundled Loops under the same multiplexing provisions and pricing as provided for UDIT, as described in Section (E)6, of this Amendment.

(E)2.2.11 Unbundled Loops are provided in accordance with the specifications, interfaces and parameters described in U S WEST's Technical Publication 77384. U S WEST's sole obligation is to provide and maintain Unbundled Loops in accordance with such specifications, interfaces and parameters. U S WEST does not warrant that Unbundled Loops are compatible with any specific facilities or equipment or can be used for any particular purpose or service. Transmission characteristics may vary depending on the distance between CLEC's end user and U S WEST's end office and may vary due to characteristics inherent in the physical network. U S WEST, in order to properly maintain and modernize the network, may make necessary modifications and changes to the Unbundled Loops, ancillary and finished services in its network on an as needed basis. Such changes may result in minor changes to transmission parameters. Changes that affect network interoperability require advance notice pursuant to the Notices Section of CLEC's Agreement.

(E)2.2.12 If there is a conflict between an end user (and/or its respective agent) and CLEC regarding the disconnection or provision of Unbundled Loops, the Parties will honor the direction of the end user.

(a) If the end user directs U S WEST to disregard the CLEC's order for Unbundled Loops, CLEC will be responsible to pay the nonrecurring charge for the Unbundled Loop as set forth herein. A charge as reflected in Section (A)3.3 of the Agreement will also be billed to CLEC.

(b) The Parties will honor the latest dated Proof Of Authorization (POA) from the end user or its agent. If the latest dated POA has been intentionally submitted in error by either CLEC or U S WEST, the submitting Party shall be responsible to pay to the other Party slamming charges, as set forth in (A)3.3 of CLEC's Agreement. In the event of such slamming activity by CLEC and the disconnection of U S WEST service and establishment of service for C has occurred, CLEC shall be responsible to U S WEST for non-recurring charges associated with the return of the end user to U S WEST service. In the event of such slamming activity by U S WEST and the disconnection of CLEC service and establishment of service for U S WEST has occurred, CLEC shall not be responsible to U S WEST for non-recurring charges associated with the return of the end user to CLEC service.

(c) If the end user directs U S WEST to disregard the CLEC's order for Unbundled Loops, and the end user's Loop has been disrupted in accordance with the CLEC's order, the end user's service will be reconnected to the original local service provider.

(E)2.2.13 Facilities and lines furnished by U S WEST on the premises of CLEC's end user up to and including the NID or equivalent are the property of U S WEST. U S WEST must have access to all such facilities for network management purposes. U S WEST's employees and agents may enter said premises at any reasonable hour to test and inspect such facilities and lines in connection with such purposes or upon termination or cancellation of the Unbundled Loop service to remove such facilities and lines.

(E)2.2.14 Unbundled Loops include the facilities between the U S WEST distribution frame up to and including U S WEST's NID located at CLEC's end user premises.

(E)2.2.15 When requested by U S WEST, a CLEC must submit a disconnect order to U S WEST on Unbundled Loop services where the Loop has been relinquished by an end-user and that Loop is required by U S WEST or another CLEC to provide service to that end-user location.

(E)2.3 Rate Elements

The following Unbundled Loop rate elements are contained in Exhibit A of this Amendment.

(E)2.3.1 Analog - 2 and 4 wire voice grade. Unbundled analog Loops are transmission paths capable of carrying analog voice frequency signals from the network interface (NI) on the end user's premises to a U S WEST Central Office Network

Interface (CO-NI). Unbundled analog Loops may be provided using a variety of transmission technologies, including but not limited to, metallic wire, metallic wire based digital loop carrier and fiber optic fed digital carrier systems. Such technologies are used singularly or in tandem in providing Loops. Direct Current (DC) continuity is not inherent in this service.

(E)2.3.2 Non-Loaded - 2 and 4 wire Non-Loaded Loops. Unbundled Non-Loaded Loops are transmission paths capable of carrying specifically line coded digital signals from the NI on an end user's premises to a U S WEST CO-NI. Unbundled Non-Loaded Loops use only metallic wire facilities. Based on the pre-order loop make-up, the CLEC can determine if the circuit can meet the technical parameters set forth for the specific service. After the desired Loops are ordered and the design layout record is reviewed by CLEC, it is CLEC's responsibility to determine if the Loop meets the technical parameters set forth by the specific digital service. If applicable, charges shall apply for unloading cable pairs in the event that Non-Loaded Loops are not available.

(E)2.3.3 Digital Capable Loops - Basic rate ISDN and DS1 capable Loops. Basic rate ISDN and DS1 Loops should only be requested when the 2/4 wire non-loaded Loop is either not available or the non-loaded Loop does not meet the technical parameters of CLEC's service(s). Unbundled digital Loops are transmission paths capable of carrying specifically formatted and line coded digital signals from the NI on an end user's premises to a U S WEST CO-NI. Basic Rate ISDN and DS1 unbundled digital Loops may be provided using a variety of transmission technologies including but not limited to metallic wire, metallic wire based digital loop carrier and fiber optic fed digital carrier systems. DS3 capable loops will be provided on a fiber optic transmission technology. U S WEST will determine the specific transmission technology by which the Loop will be provided. Such technologies are used singularly or in tandem in providing service. DC continuity is not inherent in this service. Charges shall apply for conditioning of the digital capable Loops, as requested by CLEC, if necessary.

(E)2.3.4 Unbundled Loop recurring monthly rates for Digital Capable Loops, including Basic rate ISDN, DS1 and DS3 capable Loops, including Extension Technology recurring charges, are described in Exhibit A.

(E)2.3.5 Unbundled Loop non-recurring charges for Digital Capable Loops, including Basic rate ISDN, DS1 and DS3 capable Loops - described in Exhibit A, include the following:

a) Installation charges;

b) Conditioning charge.

(E)2.4 Ordering Process

(E)2.4.1 All Unbundled Loops are ordered via an LSR.

(E)2.4.2 Prior to placing orders on behalf of the end user, CLEC shall be responsible for obtaining and have in its possession a Proof of Authorization.

(E)2.4.3 Based on the pre-order loop make-up, CLEC can determine if the circuit can meet the technical parameters set forth by the specific service.

(E)2.4.4 The installation intervals for the Analog, Non-Loaded Loops and Digital Capable Loops are defined in the Interconnect & Resale Resource Guide. The interval will start when U S WEST receives a complete and accurate Local Service Request (LSR). This date is considered the start of the service interval if the order is received prior to 3:00 p.m. The service interval will begin on the next business day for service requests received after 3:00 p.m. This interval may be impacted by order volumes and load control considerations. If more than twenty-five orders are issued at the same address, the request will be handled on an individual case basis.

(E)2.4.5 Installation intervals for Unbundled Loops apply when facilities and/or network capacity is in place. In addition, exceptions may occur in the event of central office conversions, system outages, severe weather conditions, and during emergency preparedness situations. Under these circumstances, service intervals will be quoted on an individual case basis (ICB).

(E)2.4.6 The service intervals that have been established for voice grade 2-wire and 4-wire analog Unbundled Loops, 2-wire and 4-wire non-loaded Loops, ISDN capable Loops and DS1 and DS3 capable and ADSL qualified Unbundled Loops are set forth in Exhibit B, to this Amendment.

(E)2.4.7 CLEC can request access to existing fiber and other high capacity loops through the BFR process.

(E)2.4.8 When ordering Unbundled Loops, CLEC is responsible for obtaining or providing facilities and equipment that are compatible with the service.

(E)2.5 Maintenance and Repair

(E)2.5.1 CLEC is responsible for its own end user base and will have the responsibility for resolution of any service trouble report(s) from its end users. CLEC will perform trouble isolation on the Unbundled Loop and any associated ancillary services prior to reporting trouble to U S WEST. U S WEST will work cooperatively with CLEC to resolve trouble reports when the trouble condition has been isolated and found to be within a portion of U S WEST's network. The Parties will cooperate in developing mutually acceptable test report standards. When the trouble is not in U S WEST's network, CLEC shall be assessed the applicable time and materials charges.

(E)2.5.2 U S WEST will perform tests to isolate the service trouble. If no trouble is found, U S WEST will notify CLEC. If the trouble is isolated to the Central Office, or a U S WEST facility, U S WEST will repair, without charge, as long as the trouble is not attributed to CLEC's Collocation equipment, cabling, and/or cross connects. If the trouble is attributed to CLEC's Collocation equipment, cabling or cross connects, U S WEST will notify CLEC and charges will apply. If the trouble is on the end user's side of the NID, the trouble will be referred back to CLEC and charges will apply for trouble isolation.

(E)2.5.3 When combining separately ordered elements or an element to collocated equipment, the CLEC will have responsibility for testing its equipment, network facilities and the Unbundled Loop facility. If U S WEST performs tests of the Unbundled Loop

facility at CLEC's request, and the fault is not in U S WEST's facilities, a trouble isolation charge shall apply.

(E)3 Sub-loop Unbundling

(E)3.1 Description

(E)3.1.1 A Sub-loop is defined as any portion of the loop that it is technically feasible to access in U S WEST's terminals in outside plant, i.e. an accessible terminal, pole, pedestal, Feeder Distribution Interface (FDI) or Minimum Point Of Entry (MPOE) including inside wire (owned by U S WEST). 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 and/or digging up or trenching underground to reach the wire within.

(E)3.1.2 Two types of standard Sub-Loops are available.

a) Two-Wire Unbundled Distribution Loop

b) DS1 Capable Unbundled Feeder Loop

(E)3.1.3 Sub-Loop Unbundling is only available after a CLEC-requested Field Connection Point (FCP) has been installed at the technically feasible accessible terminal. The FCP provides a demarcation point for the termination of the U S WEST-provided Sub-Loop, and the necessary cross-connections to the CLEC-provided facilities. The FCP shall be located in direct proximity to the U S WEST Sub-Loop facility accessed by CLEC. The FCP shall be ordered pursuant to Section (E)3.7 herein.

(E)3.2 Two-Wire Unbundled Distribution Loop

(E)3.2.1 The Two-Wire Unbundled Distribution Loop is a U S WEST provided facility from the U S WEST FCP at the FDI to the demarcation point or Network Interface Device (NID) at the end-user location. The Two-Wire Unbundled Distribution Loop includes, but is not limited to, distribution facilities that serve Multiple Dwelling Units (MDUs). The Two-Wire Unbundled Distribution Loop is suitable for local exchange-type services within the analog voice frequency range of 300 to 3000 Hz. CLEC obtains access to this unbundled element at the FDI through an established FCP arrangement, and at the end-user location through the NID.

(E)3.3 DS1 Capable Unbundled Feeder Loop

(E)3.3.1 DS1 Capable Unbundled Feeder Loop is a digital transmission path that is provisioned from a U S WEST Central Office Network Interface, which consists of a DSX-1 panel or equivalent, to the Fiber Distribution Interface (FDI) located at the FCP.

(E)3.3.2 The DS1 Capable Unbundled Feeder Loop transports bi-directional DS1 signals with a nominal transmission rate of 1.544 Mbit/s.

(E)3.4 Terms and Conditions

(E)3.4.1 Access to unbundled loop elements may be made, to the extent technically feasible, through the use of the Field Connection Point Process at any technically feasible Feeder Distribution Interface (FDI) and utility room in a multi-dwelling unit.

(E)3.4.2 CLEC obtains access to the DS1 Capable Unbundled Feeder Loop at the U S WEST Wire Center through established Collocation arrangements, and at the FDI through the FCP. The CLEC must provide the necessary space and meet all premise requirements noted in the technical publication DS1 Capable Sub-Loop.

(E)3.4.3 Standard access to a Sub-Loop will be at the Feeder Distribution Interface (FDI) through the establishment of a Field Connection Point (FCP). Non-standard access will be submitted via the BFR process.

(E)3.5 Rate Elements

(E)3.5.1 Sub-Loop Non-Recurring Charge - CLEC will be charged a non-recurring basic installation charge pursuant to Exhibit A for each Sub-Loop ordered by CLEC.

(E)3.5.2 Sub-Loop Recurring Charge - The CLEC will be charged a monthly recurring charge pursuant to Exhibit A for each Sub-Loop ordered by CLEC.

(E)3.5.3 Sub-Loop OSS Charge - The CLEC shall be charged pursuant to Exhibit A to recover the cost of the OSS modifications necessary to provide CLEC access to portions of U S WEST's feeder and distribution network facilities on an unbundled, sub-loop basis.

(E)3.5.4 Sub-Loop Trouble Isolation Charge - CLEC will be charged a Trouble Isolation Charge when trouble is reported but not found on the U S WEST facility.

(E)3.6 Ordering

(E)3.6.1 CLEC may only submit orders for Sub-loop elements after the FCP is in place. CLEC will use the termination information provided to them at the completion of the FCP on the LSR for Sub-Loops.

(E)3.6.2 CLEC can order sub-loop elements through the Operational Support Systems.

(E)3.6.3 CLEC shall identify Sub-loop elements by Network Channel / Network Channel Interface (NC/NCI) codes found in U S WEST's Technical Publication 77384.

(E)3.7 Field Connection Point Description

(E)3.7.1 Field Connection Point allows a CLEC to interconnect with U S WEST outside of the central office location where it is technically feasible. Field Connection Point allows a CLEC to access Unbundled Sub-Loops. The Field Connection Point must be in place before Sub-Loop orders are processed. Access to FCP's at the FDI are

generally available. Requests for other Field Connection Point configurations will be considered on an individual case basis. The only use of the FDI Field Connection Point is to provide access to U S WEST Sub Loops.

(E)3.7.2 Feeder Distribution Interface (FDI) Field Connection Point – A FDI Field Connection Point arrangement requires a CLEC to build and place their equipment adjacent to the U S WEST FDI location. U S WEST will place a cable between the field connection point and U S WEST's Feeder Distribution Interface. U S WEST will perform the splice at the Field Connection Point. Each Provider will only have access to their own facilities. CLEC will have access to the FCP for maintenance purposes.

(E)3.8 Terms and Conditions

(E)3.8.1 With the exception specified in subparagraph (a) below, U S WEST is not required to build additional space for the purpose of accessing sub-loop elements. U S WEST shall not preclude CLEC from constructing its own facilities adjacent to U S WEST's facilities. CLEC shall obtain any necessary authorizations or rights of way required and shall coordinate its facility placement with U S WEST, when placing their facilities adjacent to U S WEST's facilities. Obstacles that CLEC 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 CLEC to resolve with the municipality, utility, property owner or other third party.

(a) If CLEC seeks access to Two-Wire Unbundled Distribution Loops that serve an MDU, and there is no accessible MPOE or other accessible terminal to which CLEC can access such subloop elements, and U S WEST and CLEC are unable to negotiate a reconfigured single point of interconnection to serve the MDU, U S WEST will construct a single point of access at or near the property line of the MDU that is fully accessible to and suitable for CLEC. In such instance, CLEC shall pay U S WEST a nonrecurring charge according to Exhibit A.

(E)3.8.2 The optimum point and method to access Sub-Loop elements will be determined during the Field Connection Point process. The Parties agree that they will not have direct access to the other Party's network. The Parties recognize a mutual obligation to interconnect in a manner that maintains network integrity, reliability, and security.

(E)3.8.3 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 CLEC's Agreement. Alternatively, CLEC may seek arbitration under Section 252 of the Act with the Commission, wherein U S WEST shall have the burden of demonstrating to the Commission that there is insufficient space or that the requested interconnection is not technically feasible.

(E)3.8.4 CLEC must identify the size and type of cable that will be terminated in the U S WEST FCP location. U S WEST will terminate the cable into the U S WEST FDI if termination capacity is available. If termination capacity is not available, U S WEST will expand the FDI at the request of the CLEC. The CLEC will be responsible for placing the cable from the U S WEST FCP to their equipment. U S WEST will perform

all of the initial splicing at the FCP.

(E)3.8.5 CLEC must arrange for power to its own equipment.

(E)3.8.6 If U S WEST denies a request for FDI Field Connection Point, U S WEST will provide to the CLEC documentation stating why the request was denied during the feasibility quote process.

(E)3.8.7 CLEC may cancel a Field Connection Point request prior to the completion of the request by U S WEST by submitting a written request by certified mail to the U S WEST Account Manager. CLEC shall be responsible for payment of all costs incurred by U S WEST.

(E)3.9 Rate Elements

(E)3.9.1 Feeder Distribution Interface Field Connection Point – CLEC will complete a Field Connection Point request form. U S WEST will develop a quote for the work to be performed based on the information provided by the CLEC on the Request Form. U S WEST will recover the Filed Connection Point cost through individual case basis non-recurring charges.

(E)3.9.2 Feasibility Fee – U S WEST will charge a feasibility fee to recover cost of reviewing the site and engineering work that must be completed to determine if a site is available.

(E)3.9.3 Quote Preparation Fee - U S WEST will charge a fee to recover all cost associated with developing a FDI Field Connection Point quote.

(E)3.9.4 Construction Fee – U S WEST will charge a fee to recover all cost for building the FDI Field Connection point. This fee will cover the cost of augmenting the FDI location so that three CLECs can interconnect at that point. If CLEC is the first provider in the FDI-FCP, it will pay the quoted price. If CLEC is the second provider in the FDI-FCP, it will pay the initial CLEC 50% of U S WEST's quoted price. If CLEC is the third CLEC in the FDI-FCP, it will pay each of the original two CLECs 17% of U S WEST's quoted price.

(E)3.10 Repair and Maintenance

U S WEST will maintain all of its equipment and the CLEC is responsible for maintaining all of its equipment.

(E)3.11 Ordering – FDI Field Connection Point

(E)3.11.1 CLEC shall submit a Field Connection Point Request Form to a U S WEST Account Representative. The Field Connection Point Request Form must be completed in its entirety.

(E)3.11.2 Upon receipt of the Field Connection Point Request Form, U S WEST will initiate a feasibility study and FCP quote. Within thirty (30) calendar days from receipt of

correctly completed Field Connection Point Request Form, U S WEST will notify the CLEC if a location is technically feasible and U S WEST will develop and send a quote. The Feasibility Study and quote will be valid for thirty (30) calendar days from feasibility and quote notification.

(E)3.11.3 U S WEST will construct the FCP within 120 calendar days of receipt of payment from CLEC.

(E)3.11.4 After construction is complete, the CLEC will be notified of its termination location which will be used for ordering Sub-Loops.

(E)4 Line Sharing

(E)4.1 Description

Line Sharing provides CLEC with the opportunity to offer advanced data services simultaneously with an existing end user's analog voice-grade (POTS) service on the same copper loop (the Shared Loop). CLEC will access the unused high frequency portion of the Shared Loop while the voice portion of the Shared Loop will be used for analog voice-grade POTS service. A splitter separates the voice and data and allows the copper loop to be used for simultaneous data transmission and POTS service. The voice-grade POTS service must be provided to the end user by U S WEST.

(E)4.2 Terms and Conditions

(E)4.2.1 General

(E)4.2.1.1 The end user must have dial tone originating from a U S WEST End Office Switch in the Wire Center where the Shared Loop is being requested.

(E)4.2.1.2 CLEC gains access to the Shared Loop at the U S WEST Wire Center through established Collocation arrangements.

(E)4.2.1.3 The splitter must be provided by the CLEC. The splitter must satisfy at least one of the following criteria: (a) the splitter meets the requirements for central office equipment collocation set by the FCC in its March 31, 1999 order in CC Docket No. 98-147; or (b) as they are developed, appropriate technical standards.

(E)4.2.1.4 The voice and data signals carried by Shared Loops are "split" by the splitter located in a U S WEST Wire Center.

(E)4.2.1.5 The technology used by CLEC will be within the Power Spectrum Density (PSD) mask parameters set forth in ANSI T1E1.413 or other applicable industry standards. Such technologies are currently limited to ADSL and RADSL. In the future, additional technologies may be used by CLECs, to the extent those technologies meet the PSD mask parameters set forth in the above ANSI or other applicable industry standards. Spectrum management is the subject of a pending NPRM (First Report and Order Notice of Proposed Rulemaking, Deployment of Wirelines, Services Offering Advanced Telecommunications Capability—CC Docket Number 98-147). U S WEST will

comply with Spectrum Management rules issued by the FCC and standards defined by the ANSI Standards Subcommittee. T1E1.4.

(E)4.2.2 Splitter in CLEC Collocation area

(E)4.2.2.1 The CLEC-provided splitter shall be provided, installed and maintained by CLEC in CLEC's Collocation space.

(E)4.2.2.2 U S WEST will either re-designate existing or install new TIE Cables in order to accommodate the capacity requests of CLEC.

(E)4.2.2.3 Interconnection Tie Pairs and TIE Cables. There are two types of ITP arrangements for connecting the U S WEST network to the CLEC provided splitter, depending on whether the CLEC elects to use an ICDF or direct connections.

(E)4.2.2.3.1 CLEC may elect to use an ICDF. In this instance, one ITP carries the combined voice/data signal from the COSMIC/MDF loop termination to the ICDF and a second ITP carries the voice only signal from the ICDF to the COSMIC/MDF switch termination. For each Shared Loop, two pairs of the TIE cable must be used: one pair of the TIE Cable will carry the voice/data from the ICDF to the CLEC provided splitter, and the second pair will carry the voice-only signal from the CLEC provided splitter to the ICDF.

(E)4.2.2.3.2 CLEC may elect to use direct connections between the CLEC-provided Splitter and the COSMIC/MDF. In this instance, U S WEST will provide one TIE Cable between each module of the COSMIC/MDF and the CLEC-provided splitter. One pair in the TIE Cable will carry the combined voice/data signal from the COSMIC/MDF loop termination to the CLEC-provided splitter in the CLEC's Collocation Space. A second pair in the TIE Cable will carry the voice-only signal from the CLEC-provided splitter to the switch termination on the COSMIC/MDF. These TIE Cables will be dedicated to the CLEC's use, and, as a result, the full cost of the necessary Mechanized Engineering and Layout for Distributing Frame (MELD) run, cable placement, and cable termination, and associated COSMIC/MDF hardware to terminate a TIE Cable on each outside plant and switch equipment module of the COSMIC/MDF will be assessed to CLEC. U S WEST will provide, for each Shared Loop, the TIE Cable pair assignments.

(E)4.2.2.4 The demarcation point will be the place where the combined voice and data loop is connected to the ICDF, or where CLEC chooses a direct connection to the COSMIC/MDF, where the combined voice and data loop originates from CLEC's Collocation.

(E)4.2.3 Splitter in Common Area of Central Office

9.4.2.3.1 U S WEST will install and maintain CLEC provided splitter in the common area of the Central Office as close to the ICDF as possible.

9.4.2.3.2 U S WEST will provide cabling on behalf of CLEC or CLEC may provide all cables between their collocation and the ICDF, between their Collocation and the splitter data ports, and between the splitter and the ICDF. CLEC may choose to utilize existing cables from their Collocation to the ICDF.

9.4.2.3.3 POTS splitter plug-in card augmentation will be the responsibility of CLEC to provide and install.

(E)4.2.3.4 U S WEST may co-mingle multiple CLEC owned splitter shelves per bay.

(E)4.2.3.5 The demarcation point will be at the splitter end of the TIE-cable connecting the CLEC collocation and the splitter.

(E)4.3 Rate Elements

(E)4.3.1 Recurring Rates for Shared Loop

(E)4.3.1.1 Shared Loop Charge - A monthly recurring charge for the use of the Shared Loop.

(E)4.3.1.2 OSS Costs - A monthly recurring charge to recover upgrades to U S WEST Operational Support Systems required to accommodate Line Sharing.

(E)4.3.1.3 Interconnection Tie Pair (ITP) -- Charges for the quantity of ITPs used by the CLEC's specific application apply.

(E)4.3.1.4 Collocation Terminations – Charges for Collocation Terminations shall apply.

(E)4.3.2 Non-Recurring Rates for Shared Loop

(E)4.3.2.1 Basic Installation for Shared Loop – A non-recurring charge for each Shared Loop installed by U S WEST.

(E)4.3.2.2 Conditioning Charges – Based on the pre-order loop make-up, the CLEC can make a preliminary determination if the loop can meet the technical parameters applicable to the data service it intends to provide over the Loop. After the Shared Loop is ordered and the design layout record is reviewed by CLEC, it is CLEC's responsibility to determine if the Shared Loop meets the technical parameters set forth by the specific data service. If CLEC requests loop conditioning, conditioning charges specified in Exhibit A shall apply for unloading cable pairs in the event that non-loaded Loops are not available.

(E)4.3.3 Non-Recurring for Collocation Augment

(E)4.3.3.1 Engineering -- A rate based on time and materials to augment existing Collocation with re-designation of existing cables between the CLEC's collocation and the intermediate frame.

(E)4.3.4 Maintenance and Repair

(E)4.3.4.1 Trouble Isolation Charge – Trouble isolation charges will be applied.

(E)4.3.4.2 Other Labor – Any labor incurred by U S WEST on behalf of CLEC for any specific customer request other than Trouble Isolation or repair of U S WEST facilities will be charged to CLEC using the Other Labor charge.

9.4.3.5 Rates for Splitter in Common Area

9.4.3.5.1 Splitter Shelf Charge – This charge recovers installation and ongoing maintenance associated with splitter installation, bay installation, lighting costs, aerial support structures, grounding charge and engineering labor. These are both recurring and non-recurring charges.

(E)4.3.6 Splitter TIE Cable Connections – The cost of each TIE cable connection to the splitter. This includes cables and associated blocks per 100 pair between the splitter and the intermediate frame.

(E)4.4 Ordering Process

(E)4.4.1 Shared Loop

(E)4.4.1.1 As a part of the pre-order process, CLEC can access loop characteristic information through the Loop Information Tool.

(E)4.4.1.2 Prior to placing an order for Shared Loop, CLEC must obtain a Proof of Authorization from the end user customer.

(E)4.4.1.3 Splitter Meet Points for Shared Loop will be provided on a separate form specifically for Shared Loop requests. CLEC will provide both TIE Cable Splitter Meet Points at the ICDF. U S WEST will administer all cross connects/jumpers.

(E)4.4.1.4 Basic Installation "lift and lay" procedure will be used for all Shared Loop orders. Under this approach, the U S WEST technician "lifts" the Loop from its current termination and "lays" it on a new termination connecting to CLEC's equipment.

(E)4.4.1.5 Orders will carry a standard 5-day interval.

(E)4.4.1.6 CLEC shall not place orders for Shared Loops until TIE Cables have been completed to the CLEC provided splitter.

9.4.4.2 Splitter Collocation

(E)4.4.2.1 This Section only applies to situations where CLEC orders placement of the splitter in a common area.

9.4.4.2.2 New Splitter bay ordered at the same time as a new Collocation – This may be ordered via a single Collocation application form and ordering processing charge. CLEC must submit a new Collocation application form and the applicable fee to U S WEST requesting the Shared Loop. Standard intervals will apply.

(E)4.4.2.3 New splitter bay or shelf requested with an existing Collocation – CLEC must submit a new Collocation application form and the applicable fee to U S WEST requesting the Shared Loop.

(E)4.4.3 TIE Cable Re-designation

(E)4.4.3.1 Re-designation of existing TIE Cable to accommodate Shared Loop – To the extent CLEC has existing TIE Cables extending from an ICDF to the CLEC's Collocation space, CLEC may request these pre-existing TIE Cables be redesignated for use with Line Sharing. CLEC shall request such redesignation through the same process used to order new TIE Cables.

(E)4.5 Repair and Maintenance

(E)4.5.1 U S WEST will be responsible for repairing voice services and the physical line between the network interface device at the customer premise and the point of demarcation in the central office. CLEC will be responsible for repairing data services. Each entity will be responsible for maintaining its own equipment. The CLEC will be responsible for splitter maintenance and repair when the splitter is in the Collocation space. U S WEST will be responsible for maintenance and repair of splitter in the common area

(E)4.5.2 When U S WEST provides inside wire maintenance services to an end user, U S WEST will only be responsible for testing and repairing the inside wire for voice grade services. U S WEST will not test, repair, or upgrade inside wire to clear trouble calls associated with CLEC's data service. U S WEST will not repair any CPE equipment provided by CLEC. U S WEST will not dispatch a technician to clear inside wire trouble tickets associated with CLEC's data service.

(E)4.5.3 CLEC will validate that the end user has a data only problem before issuing a trouble ticket to U S WEST.

(E)4.5.4 In the case of trouble reported by an end user on their voice grade POTS service, if U S WEST determines the cause of the reported trouble is the CLEC's data equipment, U S WEST will:

a) Notify CLEC and request CLEC immediately test the trouble on the CLEC's data service.

b) If the end user's voice grade POTS service is so degraded that the customer cannot originate or receive voice grade calls, and CLEC has not immediately cleared its trouble, U S WEST may take unilateral steps to temporarily restore the end user's voice grade POTS service.

c) Upon completion of steps (a) and (b) above, U S WEST may temporarily remove the CLEC-provided splitter from the end user's loop and switch port.

d) Upon notification from CLEC that the malfunction in the CLEC's data service has been cleared, U S WEST will restore the CLEC's data service by restoring the splitter on the customer's line.

e) Upon completion of the above steps, the CLEC will be charged a Trouble Isolation Charge (TIC) to recover U S WEST's cost for isolating and temporarily removing the malfunctioning data service from the customer's line.

f) U S WEST shall not be liable for damages of any kind for temporary disruptions to CLEC's data service that are the result of the above steps taken to restore the end user's voice grade POTS service.

g) If the found trouble is in the U S WEST facility and affects both voice and data and U S WEST has requested CLEC to conduct trouble isolation, then U S WEST will pay CLEC labor charges for trouble reporting and trouble clearing at U S WEST's tariffed rates.

(E)4.5.5 Before initiating any activity on the Shared Loop that may effect the end user customer voice grade service, CLEC shall attempt to notify the end user customer.

(E)4.5.6 U S WEST and CLEC will work together to address customer initiated repair requests and to prevent adverse impacts to the customer.

(E)5 Network Interface Device (NID)

(E)5.1 Description

The NID provides an interface between U S WEST's Loop facility and the end user's inside wire and is considered part of the Unbundled Loop facility and is provided, when requested, for Unbundled Loop facility. The modular NID is divided into two 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 CLEC orders Unbundled Loops on a reuse basis, the existing drop and U S WEST's NID will remain in place and continue to carry the signal to the end user's equipment.

(E)5.2 Terms and Conditions

(E)5.2.1 If CLEC places its own drop, CLEC will install its own NID. However, CLEC can use the existing U S WEST NID to terminate its drop if space permits, otherwise a new NID is required. If CLEC installs its own NID, CLEC may connect its NID to the U S WEST NID by placing a cross-connect between the two. When provisioning a NID to NID connection, CLEC will isolate the U S WEST facility in the NID

by unplugging the modular unit. If CLEC requires that a non-modular unit be replaced with a modular NID, U S WEST will perform the replacement and charges will be assessed for the NID and time associated with the request. If CLEC is a facility based provider up to and including its NID, the U S WEST 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.

(E)5.2.2 U S WEST will retain sole ownership of the U S WEST NID and its contents on U S WEST's side. U S WEST is not required to proactively conduct NID change-outs, on a wide scale basis. However, U S WEST will change the NID on an individual request basis. U S WEST is not required to inventory NID locations on behalf of CLEC.

(E)5.3 Rate Elements

(E)5.3.1 If CLEC requests a non-modular unit to be replaced with a modular NID, U S WEST will do so. Charges will be assessed for the NID and the technician's installation and travel time. Any costs associated with U S WEST's connection of CLEC's NID to U S WEST's NID will be charged to CLEC. This is a nonrecurring charge and is contained in Exhibit A of this Amendment.

(E)5.3.2 Recurring rates for the single tenant NID are contained in Exhibit A of this Amendment. If a CLEC orders an Unbundled Loop, the recurring NID rate is included as part of the Unbundled Loop rate.

(E)5.4 Ordering Process

(E)5.4.1 When CLEC submits an LSR for an Unbundled Loop, CLEC 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.

(E)5.5 Maintenance and Repair

(E)5.5.1 If U S WEST 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 CLEC. If U S WEST is dispatched to an end user's location on a maintenance issue and finds the modular NID to be defective, U S WEST will replace the defective element or, if beyond repair, the entire device.

(E)6 Unbundled Dedicated Interoffice Transport (UDIT)

U S WEST shall provide Unbundled Dedicated Interoffice Transport (UDIT) in a non-discriminatory manner according to the following terms and conditions.

(E)6.1 Description

(E)6.1.1 Unbundled Dedicated Interoffice Transport (UDIT) provides CLEC with a network element of a single transmission path between two U S WEST Wire Centers in the same LATA and state, however if CLEC has an Agreement in an adjacent state, in the same LATA, UDIT may be ordered between those two central offices. A UDIT can

also provide a path between one CLEC in one U S WEST Wire Center and a different CLEC in another U S WEST Wire Center. Extended Unbundled Dedicated Interoffice Transport (EUDIT) provides the CLEC with a bandwidth specific transmission path between the U S WEST Serving Wire Center to the CLEC's Wire Center or an IXC's point of presence located within the same U S WEST Serving Wire Center area. UDIT is a distance-sensitive, flat-rated bandwidth-specific interoffice transmission path designed to a DSX in each U S WEST Wire Center. EUDIT is a flat-rated, bandwidth-specific interoffice transmission path. EUDIT and UDIT are available in DS0, DS1, DS3, OC-3, OC-12 bandwidths where facilities are available. CLEC can assign channels and transport its choice of voice or data. Specifications, interfaces and parameters are described in U S WEST's Technical Publication 77389.

(E)6.1.2 An Unbundled Multiplexer is offered as a stand-alone element associated with UDIT. A 3/1 Multiplexer provides CLEC with the ability to multiplex the DS3 44.736 Mbps signal to 28 DS1 1.544 Mbps channels. The 3/1 Multiplexer, in conjunction with an ITP, provides a DS3 signal terminated at a demarcation point and 28 DS1 signals terminated at a demarcation point. A 1/0 Multiplexer provides CLEC with the ability to multiplex the DS1 1.544 Mbps signal to 24 DS0 64 Kbps channels. The 1/0 Multiplexer provides a DS1 signal terminated at a demarcation point and 24 DS0 signals terminated at a demarcation point.

(E)6.2 Terms and Conditions

(E)6.2.1 CLEC is responsible for performing cross connections at a demarcation point between UDIT, EUDIT and other unbundled loops, ancillary and finished services and transmission design work, including regeneration requirements for such connections.

(E)6.2.2 CLEC must order all multiplexing elements and regeneration requirements with its initial installation for the 3/1 Multiplexer, including all 28 DS1s and the settings on the multiplexer cards. If options are not selected and identified on the order by CLEC, the order will be held until options are selected. For the 1/0 Multiplexer, the low side channels may be ordered as needed. Low Side Channelization charges are assigned as channels are ordered.

(E)6.2.3 CLEC must have Collocation at both ends of the UDIT.

(E)6.2.4 For DS1 EUDIT, U S WEST may provide existing copper to the CLEC's serving Wire Center. For EUDIT above DS1, U S WEST provides an optical interface at the location requested by CLEC.

(E)6.2.5 At the terminating location for each EUDIT, space shall be provided to U S WEST for the necessary termination equipment.

(E)6.2.6 EUDIT cannot traverse a U S WEST Wire Center.

(E)6.3 Rate Elements

(E)6.3.1 DS1 UDIT rates are contained in Exhibit A of this Amendment and include the following elements:

a) DS1 Transport Termination (Fixed) Rate Element. This recurring rate element provides a 1.544 Mbps termination at a DSX or DCS. In addition to the fixed rate element, a per-mile rate element, as described below, also applies.

b) DS1 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides a transmission path of 1.544 Mbps between U S WEST Wire Centers. This is a mileage sensitive element based on the V&H coordinates of the DS1 UDIT. The mileage is calculated between the originating and terminating offices.

c) DS1 EUDIT Facility Rate Element. This recurring rate element provides a transmission path of 1.544 Mbps between a U S WEST Wire Center and CLEC Wire Center or IXC point of presence. This is a non-distance sensitive rate element.

d) DS1 Non-Recurring Charge. One-time charges apply for a specific work activity associated with installation of the DS1 service.

e) DS1 EUDIT Non-Recurring Charge. This one-time charge applies for the specific work activity associated with the installation of a DS1 EUDIT Facility.

(E)6.3.2 DS3 UDIT rates are contained in Exhibit A of this Amendment and include the following elements:

a) DS3 Transport Termination (Fixed) Rate Element. This recurring rate element provides a 44.736 Mbps termination. In addition to the fixed rate element, a per-mile rate element, as described below, also applies.

b) DS3 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides an interoffice transmission path of 44.736 Mbps between U S WEST Wire Centers. This is a mileage sensitive element based on the V&H coordinates of the DS3 UDIT. The mileage is calculated between the originating and terminating offices.

c) DS3 EUDIT Facility Rate Element. This recurring rate element provides a transmission path of 44.736 Mbps between a U S WEST Serving Wire Center and CLEC's serving Wire Center or IXC point of presence. This is a non-distance sensitive element.

d) DS3 Non-Recurring Charge. One-time charges apply for a specific work activity associated with installation of the DS3 service.

e) DS3 EUDIT Facility Non-Recurring Charge. This one-time charge applies for the specific work activity associated with the installation of a DS3 EUDIT Facility.

(E)6.3.3 DS0 UDIT rates are contained in Exhibit A of this Amendment and include the following elements:

a) DS0 Transport Termination (Fixed) Rate Element. This recurring rate element provides a 64 Kbps termination. In addition to the fixed rate element, a per-mile rate element, as described below, also applies.

b) DS0 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides a transmission path of 64 Kbps between U S WEST Wire Centers. This is a mileage sensitive element based on the V&H coordinates of the DS0 UDIT. The mileage is calculated between the originating and terminating offices.

c) DS0 Non-Recurring Charge. One-time charges apply for a specific work activity associated with installation of the DS0 service.

(E)6.3.4 OC-3 UDIT rates are contained in Exhibit A of this Amendment and include the following elements:

a) OC-3 Transport Termination (Fixed) Rate Element. This recurring rate element provides a 155.52 Mbps termination. In addition to the fixed rate element, a per-mile rate element, as described below, also applies.

b) OC-3 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides a transmission path of 155.52 Mbps between U S WEST Wire Centers. This is a distance sensitive element based on the V&H coordinates of the OC-3 UDIT. The mileage is calculated between the originating and terminating offices.

c) OC-3 EUDIT Facility Rate Element. This recurring rate element provides a transmission path of 155.52 Mbps between a U S WEST Serving Wire Center and CLEC's serving Wire Center or IXC point of presence. This is a non-distance sensitive element.

d) OC-3 Non-Recurring Charge. One-time charges apply for a specific work activity associated with installation of the OC-3 service.

e) OC-3 EUDIT Facility Non-Recurring Charge. This one-time charge applies for the specific work activity associated with the installation of an OC-3 EUDIT Facility.

(E)6.3.5 OC-12 UDIT rates are contained in Exhibit A of this Amendment and include the following elements:

a) OC-12 Transport Termination (Fixed) Rate Element. This recurring rate element provides a 622.08 Mbps termination. In addition to the fixed rate element, a per-mile rate element, as described below, also applies.

b) OC-12 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides a transmission path of 622.08 Mbps between U S WEST Wire Centers. This is a distance sensitive element based on the V&H coordinates of the OC-12 UDIT. The mileage is calculated between the originating and terminating offices.

c) OC-12 EUDIT Facility Rate Element. This recurring rate element provides a transmission path of 622.08 Mbps between a U S WEST Serving Wire Center and CLEC's serving Wire Center or IXC point of presence. This is a non-distance sensitive element.

d) OC-12 Non-Recurring Charge. One-time charges apply for a specific work activity associated with installation of the OC-12 service.

e) OC-12 EUDIT Facility Non-Recurring Charge. This one-time charge applies for the specific work activity associated with the installation of an OC-12 EUDIT Facility.

(E)6.3.6 Low Side Channelization (LSC) Charge. A recurring charge for low side multiplexed channel cards and settings at each end of the DS0 UDIT.

(E)6.3.7 3/1 Multiplexing rates are contained in Exhibit A of this Amendment, and include the following:

a) Recurring Multiplexing Charge. The DS3 Central Office Multiplexer provides de-multiplexing of one DS3 44.736 Mbps to 28 1.544 Mbps channels.

b) Non-recurring Multiplexing Charge. One-time charges apply for a specific work activity associated with installation of the Multiplexing service.

(E)6.3.8 1/0 Multiplexing rates are contained in Exhibit A of this Amendment, and include the following charges:

a) Recurring Multiplexing Charge. The DS0 Central Office Multiplexer provides de-multiplexing of one DS1 1.544 Mbps to 24 64 Kbps channels.

b) Non-recurring Multiplexing Charge. One-time charges apply for a specific work activity associated with installation of the Multiplexing service, including low side channelization of all 28 channels.

c) Low Side Channelization (LSC). A recurring charge for low side multiplexed channel cards and settings plus a non-recurring charge for each individual channelization provisioning.

(E)6.4 Ordering Process

(E)6.4.1 Ordering processes and installation intervals are as follows:

(E)6.4.1.1 UDIT is ordered via the ASR process.

(E)6.4.1.2 Prior to ordering DS3 (or above) UDIT or any EUDIT, CLEC must complete and submit a facilities inquiry form to determine the availability of the facility.

(E)6.4.1.3 Standard installation intervals for UDIT are contained in the Interconnect & Resale Resource Guide (IRRG) and are the same as DS0, DS1

and DS3 designed intervals. The interval will start when U S WEST receives a complete and accurate Access Service Request (ASR). This date is considered the start of the service interval if the order is received prior to 3:00 p.m. The service interval will begin on the next business day for service requests received after 3:00 p.m. The service intervals have been established and are set forth in Exhibit B, to this Amendment.

(E)6.4.1.4 Subsequent changes to the quantity of services on an existing order will require a revised order. Also, additional charges apply for the following modifications to existing orders:

a) Service date changes;

b) Partial cancellation;

c) Design change; and

d) Expedited order.

(E)6.4.1.5 An order may be canceled any time up to and including the service date. Cancellation charges will apply.

(E)6.4.2 UDIT is ordered with basic installation. U S WEST will notify CLEC when the work activity is complete.

(E)6.4.3 UDIT 3/1 multiplexing is provisioned as a complete system with terminations at the demarcation point and all multiplexing cards. CLEC must order settings for all cards at the time of the multiplexing request.

(E)6.4.4 For UDIT 1/0 multiplexing, the high side is fully provisioned with the order. The low side is provisioned when low side channels are ordered. Optional card settings are selected by CLEC at the time of the DS0 order.

(E)6.4.5 U S WEST will perform industry standard tests when installing UDIT service.

(E)6.4.6 EUDIT requires coordinated testing.

(E)6.5 Maintenance and Repair

(E)6.5.1 The Parties will perform cooperative testing and trouble isolation to identify where trouble points exist. CLEC cross connections will be repaired by CLEC and U S WEST cross connections will be repaired by U S WEST.

(E)7 Unbundled Dark Fiber

(E)7.1 Description

(E)7.1 Unbundled Dark Fiber (UDF) is a deployed, unlit pair of fiber optic cable or strands that connects two points within U S WEST's network. UDF is a single

transmission path between two U S WEST Wire Centers or between a U S WEST Wire Center and an end user customer premise in the same LATA and state, or an adjacent state in which CLEC has an Interconnection Agreement and is contained within the same LATA. UDF exists in two distinct forms: (a) UDF Interoffice Facility (UDF-IOF), which constitutes an existing route between two U S WEST Wire Centers; and (b) UDF-Loop, which constitutes an existing loop between a U S WEST Wire Center and either a fiber distribution panel located at an appropriate outside plant structure or an end-user customer premises.

(E)7.2 Terms and Conditions

(E)7.2.1 U S WEST will provide CLEC with non-discriminatory access to UDF-IOF and UDF-Loop. U S WEST will provide UDF of substantially the same quality as the fiber facilities that U S WEST uses to provide service to its own end user customers within a reasonable time frame.

(E)7.2.2 Should U S WEST desire UDF (IOF/LOOP) from CLEC, the Parties shall cooperate to negotiate in good faith an agreement which will provide for that facility or facilities.

(E)7.2.3 U S WEST will provide CLEC with access to existing Dark Fiber facilities. CLEC shall be responsible for obtaining and connecting electronic equipment, whether light generating or light terminating equipment, to the Dark Fiber. U S WEST will not remove, and CLEC shall be permitted to use, regenerating equipment that already exists in mid-span.

(E)7.2.4 U S WEST will provide Unbundled Dark Fiber to CLEC in increments of two strands (by the pair).

(E)7.2.5 U S WEST shall not have an obligation to unbundle Dark Fiber in the following circumstances:

a) U S WEST will not unbundle Dark Fiber utilized for maintenance or reserved for maintenance spare. U S WEST shall not reserve more than a verifiable 5% of the fibers in a sheath for maintenance or maintenance spare.

b) U S WEST will not unbundle Dark Fiber that, as of the day CLEC submits its order for Unbundled Dark Fiber, U S WEST has already designated for use in an approved, or pending job on behalf of U S WEST or another CLEC.

c) U S WEST will not be required to unbundle Dark Fiber if U S WEST demonstrates to Commission by a preponderance of the evidence that such unbundling would create a likely and foreseeable threat to its ability to provide its services as required by law. In such circumstances, U S WEST shall be relieved of its unbundling obligations during the pendancy of the proceeding before Commission.

(E)7.2.6 U S WEST will provide CLEC with access to the existing Dark Fiber in its network in either single-mode or multi-mode. During the inquiry process, U S WEST will inform CLEC of the availability of single-mode and multi-mode fiber.

(E)7.2.7 Specifications, interfaces and parameters for Dark Fiber are described in U S WEST's Technical Publication 77383.

(E)7.2.8 CLEC is responsible for trouble isolation before reporting trouble to U S WEST.

(E)7.2.9 Upon reasonable notification to the CLEC (typically six (6) months) as defined by Commission, U S WEST reserves the right to reclaim in part or in whole, UDF previously obtained by the CLEC. This condition would arise in those cases where U S WEST is in jeopardy of meeting or maintaining control of its obligation to provide services as required by law.

(E)7.2.10 U S WEST will not combine a Dark Fiber element with another Unbundled Network Element or U S WEST services, or CLEC facilities. CLEC is responsible for connecting Dark Fiber with CLEC fiber optic terminal or other equipment.

(E)7.2.11 CLEC must have Collocation at both ends of the UDF-IOF or at the Serving Wire Center of the UDF-Loop.

(E)7.2.12 For UDF-Loop, CLEC is responsible for all work activities at the end-user premise. All negotiations with the premise end-user and or premise owner are solely the responsibility of the CLEC.

(E)7.2.13 For a UDF-Loop terminating at an existing end-user premise FDP, U S WEST will provide to the CLEC an optical "jumper", not to exceed 30 feet in length, connected to the U S WEST UDF-Loop FDP.

(E)7.2.14 CLEC is responsible for all permits, licenses, bonds, or other necessary legal authority and permission, at the CLEC's sole expense, in order to perform its obligations to gain access to UDF at an outside plant structure. The CLEC shall contact all owners of public and private Rights-of-Way to obtain their permission required to perform the necessary work to access UDF. CLEC facilities shall be placed and maintained in accordance with the requirements and specifications of applicable Fiber Communications Standards, the National Electrical code, the National Electrical Safety Code, the rules and regulations of the Occupational Safety and Health Act, and any governing authority having jurisdiction. Access to Right-of-Way shall be in accordance with CLEC's Agreement.

(E)7.2.15 The CLEC will incur all costs associated with returning the UDF to its original condition when they disconnect UDF.

(E)7.3 Ordering Processes

Ordering processes and installation intervals are as follows:

(E)7.3.1 Prior to placing an order for UDF-IOF, CLEC must first establish a Collocation arrangement in each of the necessary U S WEST Wire Centers, or in one

U S WEST wire center for UDF-LOOP. The CLEC must establish proper ICDF demarcation points as part of their collocation build in order to accommodate the UDF optical terminations.

(E)7.3.2 The first step of the UDF ordering process is the inquiry process. The CLEC must submit a UDF inquiry through their account team. The UDF inquiry is used to determine the availability of UDF between the two requested locations, UDF-IOF or UDF-Loop. The CLEC must specify the two U S WEST offices or End-user Premise location and the number of fibers requested. U S WEST will inform CLEC of the availability of dark fiber that will meet the CLEC's request, if any, within 10 business days for an Initial Records Inquiry (IRI) and 30 business days for a Mid-Point Structure Inquiry (MPSI).

(E)7.3.3 Based on the CLEC request (UDF-Loop or UDF-IOF), there are two possible scenarios.

Termination at a Mid-Point Structure

(E)7.3.3.1 If spare fiber is available, and the CLEC chooses to proceed, and the request is for UDF-Loop going to a mid-point structure such as a Controlled Environmental Vault (CEV), or Remote Terminal (RT), the CLEC will submit the Field Verification Quote Preparation (FVQP) form. U S WEST will prepare and submit to the CLEC a quote along with the original FVQP within 20 business days of the submission of the FVQP form by the CLEC. Quotes are on an Individual Case Basis (ICB) and will include costs and number of days required to provision the service.

(E)7.3.3.2 U S WEST will begin the provisioning process upon notification from the CLEC to proceed and the receipt of 50% of the quoted amount. The notification to proceed is accomplished by completing, signing and returning the original FVQP to the account manager. The account manager will notify the CLEC when provisioning is complete and the remaining quoted amount, the non-recurring charges, and recurring charges will be billed.

Termination at U S WEST Wire Center or End-user Premise

(E)7.3.3.3 If spare fiber is available, and the CLEC chooses to proceed, and the request is for a UDF-IOF or a UDF-Loop going to a end-user premise, U S WEST will begin the provisioning process upon notification from the CLEC to proceed and the receipt of 50% of the non-recurring charges. The notification to proceed is accomplished by completing, signing and returning the original inquiry request to the account manager. Provisioning of this type of request will take 20 business days. The CLEC will be notified that provisioning is complete and the remaining non-recurring charges and associated recurring charges will be billed.

(E)7.3.4 An order may be canceled any time up to and including the service date. Cancellation charges will apply.

(E)7.4 Maintenance and Repair

(E)7.4.1 The Parties will perform cooperative testing and trouble isolation to identify where trouble points exist. CLEC cross connections will be repaired by CLEC and U S WEST cross connections will be repaired by U S WEST.

(E)7.5 Rate Elements

(E)7.5.1 Dark Fiber rates are contained in Exhibit A of this Amendment and include the following elements:

a) Initial Records Inquiry (IRI). This rate element is a pre-order work effort that investigates the availability of UDF. This is a one-time charge for each route check requested by the CLEC. U S WEST will bill the CLEC the IRI immediately upon receipt of the inquiry.

b) Mid-Point Structure Inquiry (MPSI) (Loop only). This rate element is a pre-order records research effort that (1) includes IRI to determine the availability of UDF and (2) records research to locate the closest structure (CEV, Hut, etc.) along the Loop fiber route. U S WEST will locate the closest point in which access is available (via an existing structure and FDP).

c) Field Verification and Quote Preparation (FVQP). This rate element is a pre-order work effort to estimate the cost of providing UDF access to the CLEC at locations other than U S WEST Wire Centers or an end-user premises. U S WEST will prepare a quote which will explain what work activities, timeframes, and costs are associated with providing access to this FDP location. This quote will be good for 90 calendar days. This charge is not applied when the demarcation points are in a Wire Centers or an end-user premises.

(E)7.5.2 The following rate elements are used once the availability of UDF has been established and the CLEC chooses to access UDF.

(E)7.5.2.1 Unbundled Dark Fiber - IOF Rate Elements

a) UDF-IOF Termination (Fixed) Rate Element. This rate element has both a recurring and non-recurring component and provides a termination at the interoffice FDP within the U S WEST Wire Center. Two UDF-IOF terminations apply.

b) UDF-IOF Fiber Transport, (Per Mile) Rate Element. This recurring rate element provides a transmission path between U S WEST Wire Centers. This is a mileage sensitive element based on the route miles of the UDF rounded up to the next mile.

c) UDF-IOF Fiber Cross-Connect Rate Element. This rate element has both a recurring and non-recurring component and is used to extend the optical connection from the IOF FDP to the CLEC's optical demarcation point (ICDF). Two UDF-IOF fiber cross-connects apply.

(E)7.5.2.2 Unbundled Dark Fiber - Loop Rate Elements

a) UDF-Loop Fiber Non-Recurring Charge: This rate element includes the termination and cross connects at both ends.

b) UDF-Loop Fiber Recurring Charge: This rate element include transport per pair calculated as the average mileage between the originating U S WEST Wire Center and the End-user Premise and the terminations and cross connects at both ends.

(E)8 Shared Interoffice Transport

Exhibit A contains both the UNE rates and market rates for this component of Unbundled Shared Transport. UNE Rates apply unless the end-user to be served has four access lines or more and the lines are located in density zone 1 in Metropolitan Statistical Areas (MSAs) specified in Section (E)11.2.5.1. In the latter circumstance, market rates apply. U S WEST shall provide Shared Interoffice Transport in a non-discriminatory manner according to the following terms and conditions.

(E)8.1 Description

(E)8.1.1 Shared Transport is defined as interoffice transmission facilities shared by more than one carrier, including U S WEST, between end office switches, between end office switches and tandem switches, and between tandem switches.

(E)8.2 Terms and Conditions

(E)8.2.1 Shared Transport is only provided with Unbundled Local Switch Ports and Unbundled Network Element-Platform (UNE-P), as described in Section (E)23. The existing routing tables resident in the switch will direct both U S WEST and CLEC traffic over U S WEST's interoffice message trunk network.

(E)8.2.2 CLEC may custom route operator services or directory assistance calls to unique operator services/directory services trunks.

(E)8.3 Rate Elements

(E)8.3.1 Shared Transport will be billed on a minute-of-use basis in accordance with the rates described in Exhibit A. Exhibit A contains both the UNE rates and market rates for this component of Unbundled Shared Transport. UNE Rates apply unless the end-user to be served has four access lines or more and the lines are located in density zone 1 in MSAs specified in Section (E)11.2.5.1. In the latter circumstance, market rates apply.

(E)8.4 Ordering Process

(E)8.4.1 Shared Transport is ordered with Unbundled Line Port and Unbundled Local Switching via the LSR process. Shared transport is assumed to be the choice of routing when ordering a port, unless specified differently by CLEC. Installation intervals

are incorporated in the Unbundled Line Port and are listed in the Interconnect and Resale Resource Guide.

(E)8.5 Maintenance and Repair

(E)8.5.1 Maintenance and Repair are the sole responsibility of U S WEST.

(E)9 Unbundled Customer Controlled Rearrangement Element (UCCRE)

U S WEST shall provide Unbundled Customer Controlled Rearrangement Element (UCCRE) in a non-discriminatory manner according to the following terms and conditions.

(E)9.1 Description

(E)9.1.1 Unbundled Customer Controlled Rearrangement Element (UCCRE) provides the means by which CLEC controls the configuration of unbundled network elements (UNEs) or ancillary services on a near real time basis through a digital cross connect device. UCCRE utilizes the Digital Cross-Connect System (DCS). UCCRE is available in U S WEST Wire Centers that contain a DCS and such DCS is UCCRE compatible.

(E)9.2 Terms and Conditions

(E)9.2.1 DCS ports are DS1, DS3 and Virtual Ports (Virtual Ports are for connecting one end user to another). The DCS port is connected to the demarcation point using tie cables via the appropriate DSX cross-connect panel. The DSX panel serves both as a "Design-To" point and a network interface at the DCS. CLEC is responsible for designing to the "Design-To" point. CLEC may connect the UCCRE ports to its elements or CLEC designated equipment. If CLEC desires DS0 port functionality, CLEC will order a DS1 UCCRE port and provide its own multiplexer (or DS1 UDIT multiplexers) and connect them together. This combination will form the equivalent of 24 DS0-level ports.

(E)9.2.2 The reconfiguration of the service is accomplished at the DS0 signal level. Reconfiguration of these services can be accomplished through two methods: Dial Up or Attendant Access.

(E)9.2.2.1 Dial Up Access. U S WEST will provide access to mutually agreed upon UCCRE points in those offices where UCCRE is available. U S WEST will provide and engineer this service in the same manner that it is currently provided to U S WEST's end users.

(E)9.2.2.2 Attendant Access. When CLEC requests U S WEST to make changes on its behalf, an attendant access charge will apply per transaction.

(E)9.3 Rate Elements

(E)9.3.1 Recurring rate elements include:

a) DS1 Port;
b) DS3 Port;
c) Dial Up Access; and
d) Attendant Access.

(E)9.3.2 Non-recurring rate elements include:

a) DS1 Port;
b) DS3 Port; and
c) Virtual Ports.

(E)9.4 Ordering Process

(E)9.4.1 Ordering processes and installation intervals are specified in the Interconnection and Resale Resource Guide and are the same as specified in Section (E)4.4.1.3 for UDIT. UCCRE is ordered via the ASR process.

(E)9.4.2 UCCRE is ordered with the Basic Installation option. U S WEST will begin the work activity on the negotiated due date and notify CLEC when the work activity is complete. Test results performed by U S WEST are not provided to CLEC.

(E)10 Local Tandem Switching

U S WEST shall provide Local Tandem Switching in a non-discriminatory manner according to the following terms and conditions.

(E)10.1 Description

(E)10.1.1 The local tandem switching element establishes a temporary transmission path between two other switches, but does not include the transport needed to complete the call. The local tandem switching element also includes the functions that are centralized in local tandem switches rather than in separate end office switches.

(E)10.2 Terms and Conditions

(E)10.2.1 If CLEC obtains its local tandem switching from a third party tandem provider, tandem to tandem connections will be required between U S WEST and the third party tandem provider.

(E)10.3 Rate Elements

(E)10.3.1 A DS1 Trunk Port is a 4-wire DS1 trunk side switch port terminating at a DS1 demarcation point and incurs a non-recurring charge. Each DS1 Tandem Trunk Port includes a subset of 24 DS0 channels capable of supporting local message type traffic and incurs a non-recurring charge to establish trunk group members.

(E)10.3.2 Use of local tandem switching is billed on an originating per minute of use basis.

(E)10.4 Ordering Process

(E)10.4.1 Requests for DS1 Trunk Port(s) must be followed by separate order(s) to channelize trunk ports into DS0 trunk group and members as defined in Section (E)6 of this Amendment.

(E)10.5 Maintenance and Repair

(E)10.5.1 The Parties will perform cooperative testing and trouble isolation to identify where trouble points exist. CLEC cross connections will be repaired by CLEC and U S WEST cross connections will be repaired by U S WEST.

(E)11 Local Switching

U S WEST shall provide Unbundled Local Switching in a non-discriminatory manner according to the following terms and conditions.

(E)11.1 Description

(E)11.1.1 Unbundled Local Switching encompasses line-side and trunk-side facilities, plus the features, functions, and capabilities of the switch. The features, functions, and capabilities of the switch include the basic switching function, as well as the same basic capabilities that are available to U S WEST's end-users. Unbundled Local Switching also includes access to all vertical features that the switch is capable of providing, as well as any technically-feasible customized routing functions. Moreover, CLEC may purchase Unbundled Local Switching in a manner that permits CLEC to offer, and bill for, exchange access and termination of EAS/local traffic.

(E)11.1.2 U S WEST's trunk ports are utilized to access routing tables resident in U S WEST's switch, as necessary to provide access to shared transport. Shared transport is described in Section (E)8 of this Amendment.

(E)11.1.3 Unbundled Local Switching also permits CLEC to purchase a dedicated trunk port on the local switch. CLEC may direct originating traffic to such a dedicated trunk via customized routing.

(E)11.1.4 Line ports include:

a) Analog Line Port; and
b) Digital Line Port.

(E)11.1.5 Trunk ports include:

a) DS1 Local Message Trunk Port.

(E)11.1.6 The following are attributes of line ports:

a) Telephone Number;
b) Directory Listing;
c) Dial Tone;
d) Signaling (loop or ground start);
e) On/Off Hook Detection;
f) Audible and Power Ringing;
g) Automatic Message Accounting (AMA) Recording;
h) Access to 911, Operator Services, and Directory Assistance; and
i) Blocking Options (900 services).

(E)11.1.7 Analog Line Port. The analog line port is a two wire interface on the line-side of the end office switch that is extended to the MDF. A separate ITP must be ordered for each analog line-side port to provide the connection from the MDF to the demarcation point. The analog line port enables CLEC to access vertical features.

(E)11.1.8 Vertical features are software attributes on end office switches. Vertical features for the Analog Line Side Port are available separately as follows:

a) Call Hold;
b) Call Transfer;
c) Three Way Calling;
d) Call Pickup;
e) Call Waiting/Cancel Call Waiting;
f) Distinctive Ringing;
g) Speed Call Long – End-user Changeable;
h) Station Dial Conferencing;
i) Call Forwarding Busy Line;
j) Call Forwarding Don't Answer;
k) Call Forwarding Variable;
l) Call Forwarding Variable Remote;
m) CLASS Call Waiting ID;
n) CLASS Calling Name & Number;
o) CLASS Calling Number Delivery;
p) CLASS Calling Number Delivery Blocking;
q) CLASS Continuous Redial;
r) CLASS Last Call Return;
s) CLASS Priority Calling;
t) CLASS Selective Call Forwarding;
u) CLASS Selective Call Rejection;
v) CLASS Anonymous Call Rejection;
w) Call Park (Store & Retrieve); and
x) Message Waiting Indication A/V.

(E)11.1.9 Digital Line Side Port (Supporting BRI ISDN)

(E)11.1.9.1 Basic Rate Interface Integrated Services Digital Network (BRI ISDN) is a digital architecture that provides integrated voice and data capability (2 wire). A BRI ISDN Port is a Digital 2B+D (2 Bearer Channels for voice or data and 1 Delta Channel for signaling and D Channel Packet) line-side switch connection with BRI ISDN voice and data basic elements. The BRI ISDN Port

has interLATA and intraLATA (where available) carrier choice, access to 911, and U S WEST Operator Services. For flexibility and customization, optional features can be added. BRI ISDN Port does not offer B Channel Packet service capabilities. The serving arrangement conforms to the internationally developed, published, and recognized standards generated by International Telegraph and Telephone Union (formerly CCITT).

(E)11.1.9.2 Vertical features for the Digital Line Side Port supporting BRI/ISDN include the following:

a) 2 B & D;
b) 2 Primary Directory Numbers (PDNs);
c) Call Appearances – Two per Terminal;
d) Normal Ringing; and
e) Caller ID Blocking per call.

Additional Vertical Features in each switch are available on an individual case basis.

(E)11.1.10 Digital Trunk Ports

(E)11.1.10.1 DS1 Local Message Trunk Port (Supporting Local Message Traffic). A DS1 Trunk Port is a DS1 trunk side switch port that is extended to the trunk main distributing frame and is connected to the demarcation point through an ITP. Each DS1 Trunk Port includes a subset of 24 DS0 channels capable of supporting local message type traffic. Requests for DS1 Trunk Port(s) must be followed by a separate order for a Message Trunk Group, as further described in this Section.

(E)11.1.10.2 Message Trunk Group. A Message Trunk Group is a software feature that establishes the trunk group and its associated trunk members. Signaling and addressing attributes are defined at the group level. Trunk members may be associated with individual channels of the DS1 Trunk Port.

(E)11.1.10.3 Requests for establishing new outgoing and two-way Message Trunk Groups must be coordinated with and followed by requests for Customized Routing. Incoming only trunk groups do not require Custom Routing.

(E)11.1.11 Unbundled DS1 PRI ISDN Trunk Port (Supporting DID/DOD/PBX). A DS1 trunk Port is a DS1 trunk-side switch port terminated at a DSX1 or equivalent. Each DS1 Trunk Port includes a subset of 24 DS0 channels capable of supporting DID/DOD/PBX type traffic. Requests for DS1 Trunk Port(s) must be followed by separate order(s) to establish new Trunk Group(s) or to augment existing Trunk Group(s).

(E)11.1.11.1 Digital PRI ISDN Trunk Port. A Digital Trunk PRI ISDN Port is a four wire DS1 with connection at the DSX-1 bay (or equivalent). Digital Trunk DS1 activation is a logical subset or channel of a DS1 facility port.

(E)11.1.11.1.1 Primary Rate ISDN Trunk Ports are provisioned at a DS1 level. B-channels are provisioned to transmit information such as voice, circuit switched data, or video. A D-channel is provisioned to carry the control or signaling on a 64kbit(s) channel.

(E)11.1.11.1.2 PRI Trunk Port requires a digital four-wire full duplex transmission path between ISDN capable customer Premise Equipment (CPE) and a PRI ISDN- equipped U S WEST Central office.

(E)11.1.11.1.3 The PRI central office trunk port is a DS1 which provides 24 64kbps channels. This product is dedicated call type of PRI with Custom protocol, up to 23 of the channels may be used as 64kbps B channels. The 24th channel must be configured as a D channel, which will carry the signaling and control information. The B channels transmit voice and data or Circuit Switched Data (only).

(E)11.1.11.1.4 PRI ISDN comes with the following standard features where technically feasible:

a) 2B+D;
b) Direct Inward Dialing (DID);
c) Direct Outward Dialing DOD);
d) Calling Number Identification;
e) Calling Number Identification Blocking –All Calls;
f) Circuit Switched Data or Voice Data.

(E)11.1.11.1.5 PRI ISDN includes 2-way DID functionality. DID is a special trunking arrangement that permits incoming calls from the exchange network to reach a specific PBX station directly without attendant assistance.

(E)11.1.11.1.6 DID service is offered with an analog or digital 2-way. If digital, the individual DS0's are 2-way trunks using advanced service that requires DID ports.

(E)11.1.11.1.7 The 23B+D Trunk Port configuration provides Ports for 23B-channels and 1 D-channel.

(E)11.1.11.1.8 The 24-B Trunk Port configuration provides 24 B-channels on a DS1 Port. The signaling information is provided by the D-channel on the first D-channel Port.

(E)11.1.11.1.9 The 23B Backup D Trunk Port configuration provides 23 B-channels and a backup D-channel Port is used if the primary D-channel Port fails.

(E)11.1.12 DS0 Analog Trunk Ports are available on an individual case basis.

(E)11.2 **Terms and Conditions**

(E)11.2.1 CLEC may purchase all vertical features that are loaded in U S WEST's end office switch. CLEC may request features that are not activated in a U S WEST end office switch utilizing the BFR Process. If CLEC requests features that are loaded, but not activated in a U S WEST end office switch, appropriate recurring and nonrecurring charges will apply.

(E)11.2.2 Local switch ports include CLEC use of U S WEST's signaling network for traffic originated from the line-side switching port. CLEC access to the U S WEST signaling network shall be of substantially the same quality as the access that U S WEST uses to provide service to its own end-users.

(E)11.2.3 CLEC shall be responsible for updating the 911/E911 database through U S WEST's third party database provider for any unbundled switch port ordered.

(E)11.2.4 The line-side port includes the connection between the end office switch and the MDF. The connection from the MDF to the demarcation point shall be an ITP provided by U S WEST pursuant to the rates in Exhibit A. The trunk-side port includes the connection between the end office switch and the TMDF. The connection from the TMDF to the demarcation point shall be an ITP provided by U S WEST pursuant to the rates in Exhibit A. The demarcation point for line-side and trunk-side ports shall be as described in Section (E)1.4.

(E)11.2.5 Unbundled Switching (and therefore Shared Transport) does not constitute a UNE, and is therefore not available at UNE rates when the end-user to be served with Unbundled Local Switching has four access lines or more and the lines are located in density zone 1 in specified Metropolitan Statistical Areas (MSAs).

(E)11.2.5.1 For the purposes of the above paragraph, the following Wire Centers constitute density zone 1 in each of the specified MSAs:

MSA	CLLI	Wire Center Name
Denver	DNVRCOCH	Capitol Hill
	DNVRCOCP	Curtis Park
	DNVRCODC	Dry Creek
	DNVRCOMA	Denver Main
	DNVRCONO	Denver North
MPLS/St. Paul	MPLSSMNDT	Minn.Downtown
	STPLMNBE	St. Paul Beech
	STPLMNMK	St. Paul Market
Phoenix	PHNXAZMA	Phoenix Main
	PHNXAZNO	Phoenix North
Portland	PLTDOR69	Portland Capitol
Salt Lake City	SLKCUTMA	Salt Lake Main
Seattle/Tacoma	STTLWA06	Seattle Main
	STTLWAEL	Seattle Elliott

(E)11.2.5.1.1 For end user customers located within the Wire Centers specified above, CLEC will determine whether end-users it intends to

serve with UNEs have four access lines or more in advance of submitting an order to U S WEST for Unbundled Local Switching at UNE rates. If the end-user is served by four access lines or more, CLEC will not submit an order to U S WEST for Unbundled Local Switching at UNE rates.

(E)11.2.5.2 For end user customers with four or more access lines located within the Wire Centers specified above, U S WEST will charge market rates for Shared Transport in accordance with Exhibit A.

(E)11.2.5.3 UNE-P is not available for end user customers with four or more access lines located within the Wire Centers specified above.

(E)11.2.6 CLEC must order DID numbers in blocks of 20. One primary directory listing in the main directory is provided for each PBX system.

(E)11.2.7 CLEC is required to subscribe to a sufficient number of trunk ports to adequately handle volume of incoming calls.

(E)11.2.8 Additional line or trunk features not offered with the basic DID/PBX product, are available to the CLEC on an individual case basis.

(E)11.2.9 Additional arrangements not offered with the basic PRI product are available to the CLEC on an individual case basis.

(E)11.3 Rate Elements

(E)11.3.1 Each port type described above will have a separate associated port charge, including monthly recurring charges and one-time non-recurring charges which are contained in Exhibit A of this Amendment. Exhibit A contains both the UNE rates and market rates for this component of Unbundled Local Switching. UNE Rates apply unless the end-user to be served has four access lines or more and the lines are located in density zone 1 in MSAs specified in Section (E)11.2.5.1. In the latter circumstance, market rates apply.

(E)11.3.2 The rate structure for PRI ISDN trunk ports includes a monthly Minute of Use (MOU) recurring charge for the basic PRI ISDN product (23B+D plus standard features). Non-recurring charges are incurred for the trunk port, first trunk and each additional trunk.

(E)11.3.3 Local usage will be measured and billed on minutes of use. Exhibit A contains both the UNE rates and market rates for this component of Unbundled Local Switching. UNE Rates apply unless the end-user to be served has four access lines or more and the lines are located in density zone 1 in MSAs specified in Section (E)11.2.5.1. In the latter circumstance, market rates apply.

(E)11.3.4 Vertical features will be offered as options for unbundled local switching at rates set forth in Exhibit A of this Amendment. Exhibit A contains both the UNE rates and market rates for this component of Unbundled Local Switching. UNE Rates apply unless the end-user to be served has four access lines or more and the lines are located in density zone 1 in MSAs specified in Section (E)11.2.5.1. In the latter circumstance, market rates apply.

(E)11.3.5 Subsequent Order Charge. A subsequent order charge, as set forth in Exhibit A of this Amendment, applies when CLEC orders additional vertical features to an existing port.

(E)11.4 Ordering

(E)11.4.1 Ordering intervals for Unbundled Switch Ports and switch-activated Vertical Features are contained in the Interconnect & Resale Resource Guide. This interval may be impacted by order volumes and load control considerations. The interval will start when U S WEST receives a complete and accurate Line Service Request/Access Service Request (LSR/ASR). This date is considered the start of the service interval if the order is received prior to 3:00 p.m. The service interval will begin on the next business day for service requests received after 3:00 p.m. This interval may be impacted by order volumes and load control considerations. The service intervals have been established and are set forth in Exhibit B, to this Amendment.

(E)11.4.2 Switch-activated Vertical Features shall be ordered using the LSR (Local Service Request) process as described in the Interconnect & Resale Resource Guide.

(E)11.4.3 Non-switch activated Vertical Features shall be ordered using the Bona Fide Request (BFR) process. U S WEST will provide the cost and timeframe for activation of the requested vertical feature(s) to the CLEC within 15 days of receipt of the BFR as described in the Interconnect & Resale Resource Guide.

(E)11.4.4 Non-switch resident Vertical Features shall be ordered using the Bona Fide Request (BFR) process. U S WEST will provide information to the CLEC on the feasibility of providing the vertical feature(s) within 15 days of receipt of the BFR as described in the Interconnect & Resale Resource Guide.

(E)11.4.5 Unbundled local switch ports are required when ordering unbundled shared transport as described in the Interconnect & Resale Resource Guide.

(E)11.5 Usage Billing Information

(E)11.5.1 Exchange Access Service(s)

U S WEST shall provide CLEC with usage information necessary to bill for interLATA and intraLATA exchange access in the form of either the actual usage or a negotiated or state-approved surrogate for this information.

(E)11.5.2 Retail Service(s)

U S WEST shall provide CLEC with information necessary for CLEC to bill its end users in the form of the actual information that is comparable to the information U S WEST uses to bill its own end users.

(E)11.5.3 Reciprocal Compensation

U S WEST shall provide CLEC with information to bill for reciprocal compensation for the transport and termination of telecommunications in the form of either terminating

local/EAS usage data or a reasonable surrogate for this information.

(E)12 Customized Routing

(E)12.1 Description

(E)12.1.1 Customized Routing permits CLEC to designate a particular outgoing trunk that will carry certain classes of traffic originating from CLEC's end-users. Customized routing enables CLEC to direct particular classes of calls to particular outgoing trunks which will permit CLEC to self-provide or select among other providers of interoffice facilities, operator services and directory assistance. Customized routing is a software function of a switch. Customized Routing may be ordered as an application with Resale or Unbundled Local Switching.

(E)12.1.2 CLEC may elect to route its end-user customers' traffic in the same manner as U S WEST routes its end-user customers' calls using existing U S WEST line class code(s). This option eliminates assignment and deployment charges applicable to new CLEC line class code(s) required for custom or unique CLEC routing requests, as described in Sections (E)12.3 and (E)12.3.

(E)12.2 Terms and Conditions

(E)12.2.1 Customized Routing will be offered on a first-come, first-served basis.

(E)12.2.2 CLEC has two options by which to route its end-user customers' calls:

(a) CLEC may elect to route all of its end-user customers' calls in the same manner as U S WEST routes its end-user customers' calls. This option allows CLEC to use the same line class code(s) used by U S WEST and thus eliminates line class code(s) and deployment charges to the CLEC.

(b) CLEC may elect to custom route its end-user customers' calls differently than U S WEST routes its end user traffic. CLEC may choose different routing by traffic type, by prefix, etc. In this option, there will be a charge for the establishment and deployment of a new CLEC line class code(s). If a CLEC line class code(s) was previously established and deployed at a particular end office, only a deployment charge will apply per new end office location.

(E)12.2.3 In both option (a) and (b) above, CLEC shall provide comprehensive routing information associated with any routing request. U S WEST will provide line class code(s) to the CLEC for inclusion in the CLEC LSR (Local Service Request).

(E)12.3 Rate Elements

(E)12.3.1 Charges for development of a new CLEC line class code(s) for routing of Directory Assistance and Operator Services traffic is included in Exhibit A. All other custom routing arrangements shall be billed on an individual case basis for each custom routed request.

(E)12.3.2 Charges for the installation of new line class codes for custom routing arrangements for directory assistance and operator services traffic is included in Exhibit A. Installation charges for all other custom routing arrangements shall be billed on an individual case basis for each switch in which the code is deployed.

(E)12.4 Ordering Process

(E)12.4.1 CLEC shall issue a Service Inquiry form detailing its routing and facility requirements prior to a pre-order meeting with U S WEST. Refer to the New Customer Questionnaire contained in the Interconnect & Resale Resource Guide for a copy of the Service Inquiry.

(E)12.4.2 After the Service Inquiry form is completed and provided to U S WEST, the pre-order meeting will be jointly established to provide U S WEST with the comprehensive network plan, specific routing requirements and desired due dates.

(E)12.4.3 U S WEST will provide CLEC a detailed time and cost estimate thirty (30) business days after the pre-order meeting.

(E)12.4.4 If custom routing is requested, the CLEC shall submit a 50% deposit for the establishment and deployment of a new CLEC line class code(s). U S WEST will assign a new CLEC line class code(s) and provide it to the CLEC for inclusion in the LSR (Local Service Request) which the CLEC will subsequently issue for deployment of the line class code(s) by U S WEST.

(E)12.4.5 If CLEC elects to route their end-users' calls in the same manner in which U S WEST routes its end-user customers' calls, establishment and deployment charges for new CLEC line class code(s) will not apply. U S WEST will assign existing U S WEST line class code(s) and provide to the CLEC for inclusion in the LSR (Local Service Request).

(E)12.4.6 CLEC must place the associated trunk orders prior to the establishment or deployment of Line Class Codes in specific end offices.

(E)12.5 Maintenance and Repair

Maintenance and Repair are the sole responsibility of U S WEST. Maintenance and Repair processes are contained in CLEC's Agreement.

(E)13 Access to Signaling

(E)13.1 Description

(E)13.1.1 U S WEST will provide CLEC with non-discriminatory access to signaling networks, including signaling links and Signaling Transfer Points (STP). Access to U S WEST's signaling network provides for the exchange of signaling information between U S WEST and CLEC necessary to exchange traffic and access call-related databases. Signaling networks enable CLEC the ability to send SS7 messages between its switches and U S WEST's switches, and between CLEC's switches and those third party networks with which U S WEST's signaling network is connected. CLEC may access U S WEST's signaling network from a CLEC switch via unbundled transport

elements between CLEC's switch and U S WEST STPs. CLEC may access U S WEST's signaling network from each of its switches via a signaling link pair between its switch and the U S WEST STPs. CLEC may make such connection in the same manner as U S WEST connects one of its own switches to STPs. The Common Channel Signaling used by the parties shall be Signaling System 7.

(E)13.1.2 Common Channel Signaling Access Capability/Signaling System 7 (CCSAC/SS7) provides multiple pieces of signaling information via the SS7 network. This signaling information includes, but is not limited to, specific information regarding calls made on associated Feature Group D trunks and/or LIS trunks, Line Information Database (LIDB) data, Local Number Portability (LNP), Custom Local Area Signaling Services (CLASS), 8XX set up information, Call Set Up information and transient messages.

(E)13.1.3 Optional Features of CCSAC/SS7 are dependent on specific CLEC design requirements as well as the existence of adequate transport facilities. Transport facilities must be in place to accommodate Call Set Up of related Feature Group D and/or LIS messages, transient messages, and other ancillary services (*e.g.,* LIDB data and 8XX set up information).

(E)13.2 Terms and Conditions

(E)13.2.1 All elements of the unbundled CCSAC/SS7 arrangement will be developed on an individual case basis based on CLEC's design requirements. All of CLEC's unbundled design elements are subject to facility requirements identified below.

(E)13.2.2 At a minimum, transport facilities must exist from CLEC's Point of Presence or Signaling Point of Interface (SPOI) to the identified U S WEST STP location. Unbundled transport facilities to accommodate CCSAC/SS7 signaling may be developed using unbundled network elements (UNEs) as defined in this Section.

(E)13.2.3 CLEC's CCSAC/SS7 design requirements will include, but are not limited to:

(E)13.2.3.1 STP Port - This element is the point of termination to the signal switching capabilities of the STP. Access to a U S WEST STP Port is required at a DS0 level.

(E)13.2.3.2 Specific Point Code detail including the identification of CLEC's Originating, Destination and Signaling Options (*i.e.,* ISDN User Part [ISUP] or Transaction Capabilities Application Part [TCAP] requirements).

(E)13.2.3.3 All signaling routing requirements will be identified in CLEC's design. CLEC will provide industry standard codes identifying U S WEST end offices, tandems, sub-tending end offices and STPs that will be included in the designed unbundled signaling arrangement.

(E)13.2.4 The CCSAC/SS7 unbundled arrangement must meet the following requirements:

(E)13.2.4.1 Both U S WEST and CLEC are obligated to follow existing industry standards as described in Bellcore documents including but not limited to GR-905 CORE, GR-954-CORE, GR-394-CORE and U S WEST's Technical Publication 77342.

(E)13.2.4.2 CLEC's switch or network SS7 node must meet industry and U S WEST certification standards.

(E)13.2.4.3 Unbundled transport facilities, as identified in this Section, must be provisioned at a minimum DS1 capacity at CLEC's Point of Presence or SPOI. This facility must be exclusively used for the transmission of network control signaling data.

(E)13.2.4.4 Calling Party Number (CPN) will be delivered by CLEC to U S WEST in accordance with FCC requirements.

(E)13.2.4.5 Carrier Identification Parameter (CIP) will be delivered by CLEC to U S WEST in accordance with industry standards, where technically feasible.

(E)13.2.4.6 Provisions relating to call related databases (*i.e.,* 8XX, LIDB, Advanced Intelligent Network (AIN), etc.) are contained in other Sections of this Amendment and CLEC's Agreement.

(E)13.3 Rate Elements

Rates and charges for the unbundled CCSAC/SS7 elements will be assessed based on CLEC's specific design requirements. Both nonrecurring and monthly recurring rates may be applicable. Message rating applies to all messages traversing the U S WEST signaling network. Messages which are transient in nature (not destined for U S WEST databases) will be assessed message rates. Pricing detail is provided in Exhibit A of this Amendment. Rate elements for unbundled CCSAC/SS7 elements are:

(E)13.3.1 Nonrecurring Rates. CCSAC Option Activation Charge – Assessed for adding or changing a point code in the signaling network. U S WEST will charge CLEC based upon its selection of either basic or database activation, as detailed in Exhibit A of this Amendment.

(E)13.3.2 Recurring Rates

(E)13.3.2.1 STP Port - a monthly recurring charge, per connection into the STP.

(E)13.3.2.2 Signal Formulation Charge - a per call set up charge for formulating the ISUP message at a SS7 SP/SSP.

(E)13.3.2.3 Signal Transport Charge - a per call set up request or data request charge for the transmission of signaling data between the local STP and an end office SP/SSP. This rate element includes separate charges for ISUP and TCAP messages.

(E)13.3.2.4 Signal Switching Charge - a per call set up request or data request charge for switching an SS7 message at the local STP. This rate element includes separate charges for ISUP and TCAP messages.

(E)13.4 Ordering

(E)13.4.1 CCSAC/SS7 unbundled CLEC-designed elements will initially require design information from CLEC. Ordering for CCSAC/SS7 will be handled on an individual basis, using service activation meetings between CLEC and U S WEST. CLEC will provide a Translation Questionnaire, Link Data Sheet and ASR during the service activation meetings.

(E)13.4.2 U S WEST will provide jeopardy notification, Design Layout Reports (DLR), Completion Notification and Firm Order Confirmation (FOC) in a non-discriminatory manner.

(E)13.4.3 Due date intervals for CCSAC/SS7 will be established on an individual case basis.

(E)13.5 Maintenance and Repair

The Parties will perform cooperative testing and trouble isolation to identify where trouble points exist. CLEC cross connections will be repaired by CLEC and U S WEST cross connections will be repaired by U S WEST.

(E)14 AIN Services

(E)14.1 Description

AIN services are offered and available as an enhancement to CLEC's SS7 capable network structure and operation of AIN Version 0.1 capable switches.

(E)14.1.1 AIN Customized Services (ACS) - Allows CLEC to utilize U S WEST's AIN service application development process to develop new AIN services or features. ACS is determined on an individual case basis. The elements are also combined on an individual case basis to meet CLEC's request. Services developed through the ACS process can either be implemented in U S WEST's network or handed off to CLEC to be installed in its own network.

(E)14.1.2 AIN Platform Access (APA) - This service allows CLEC to provide to its end users any AIN service that is deployed for CLEC utilizing the ACS process in U S WEST's SCP. U S WEST is responsible for the provisioning of these AIN services. CLEC will be able to populate data for provisioning of the Call Processing Records (CPRs) stored in the SCP for AIN services. The process to provision, modify or update information in the AIN databases is predominately manual.

(E)14.1.3 AIN Query Processing (AQP) - TCAP queries are used to collect information from the AIN database for use in call processing of the AIN based services above. CLEC launches a query from an AIN capable switch over the SS7 network to the U S WEST Signal Transfer Point (STP). This query is directed to U S WEST's SCP to collect data for the response to the originating switch.

(E)14.2 Terms and Conditions

(E)14.2.1 AIN Customized Services (ACS) - Since each proposed service is unique and complex, when ACS is ordered, U S WEST conducts a feasibility study which estimates the amount of time and cost necessary to develop the proposed service or enhancement. The charges associated with the feasibility analysis, development and implementation shall be established pursuant to the BFR process. The service is developed and tested in a U S WEST lab environment. If the service is implemented in U S WEST's network, it goes through network test prior to implementation.

(E)14.2.2 AIN Platform Access (APA)

(E)14.2.2.1 Prior to activation of the AIN feature, CLEC's switch point code must be activated for AIN processing on the CCSAC/SS7 link (described in Section (E)13) that is transporting the AIN query.

(E)14.2.2.2 U S WEST will provide requirements for data load preparation and delivery by CLEC.

(E)14.2.2.3 In order to make AAOS service work, service logic must be loaded in the AIN application to provision an AIN service on the platform for CLEC. U S WEST is responsible for provisioning the Call Processing Record (CPR) in the SCP.

(E)14.2.2.4 Each end user line must be provisioned by the facility owner. CLEC is responsible for setting the AIN trigger in its switch.

(E)14.2.2.5 AIN Query Processing. U S WEST will certify and test the CLEC switch for AIN message transmission to assure quality performance as described in Section (E)13. U S WEST and CLEC will test cooperatively.

(E)14.3 Rate Elements

(E)14.3.1 AIN Customized Services (ACS). Hourly rates are applicable for each component of the ACS service according to the estimates determined in the feasibility analysis. The specific charges for each component and the terms and conditions for payment shall be described in the BFR response described above.

(E)14.3.2 AIN Platform Access (APA). APA is billed a monthly recurring and a one-time nonrecurring charge for each AIN feature activated, per telephone number.

(E)14.3.3 AIN Query Processing. The AIN service rates will be developed and assessed in accordance with the specific service requested by CLEC.

(E)14.4 Ordering

(E)14.4.1 ACS is ordered on an individual case basis and is coordinated through the U S WEST Account Manager and Product Manager. Due date intervals for the proposal phase are detailed below:

a) Within five business days of an inquiry, U S WEST will provide CLEC with the Service Request Form.

b) Within ten business days of receiving the Service Request, U S WEST will provide a written acknowledgment of receipt.

c) Within 15 business days of acknowledgment, U S WEST will assess the Service Request and prepare for a meeting with CLEC to review the Service Request.

d) U S WEST will be available to attend a Service Request Meeting within five business days of the completion of the assessment. The Service Request will be considered accepted once U S WEST and CLEC come to an agreed-upon understanding of the service feature set and scope.

e) Within 30 business days of acceptance of the Service Request, U S WEST will provide a response, the Service Evaluation, which includes an initial service evaluation and development time and cost estimates.

f) Within 90 business days of end-user approval of the Service Evaluation, U S WEST will complete a Feasibility Analysis, which includes development time and costs.

Remaining deliverables are negotiated with CLEC so that mutually-agreeable due dates based on service complexity are established.

(E)14.4.2 APA is ordered using the LSR form.

(E)14.4.3 In the event that miscellaneous charges apply, they will be applied consistent with the application used for equivalent services ordered by U S WEST end users.

(E)14.4.4 Upon receipt of a complete and accurate LSR, U S WEST will load CLEC records into the AIN database within ten days. U S WEST will also establish translations at the STP to allow query access from CLEC switch within ten days.

(E)14.4.5 Completion notification will be either by e-mail or by fax.

(E)14.4.6 AIN Query Processing (AQP) – is specific to the service ordered and must be established at the time of the APA ordering process.

(E)15 Interconnection to Line Information Database (LIDB)

(E)15.1 Line Information Database (LIDB) Storage

(E)15.1.1 Description -- LIDB Storage

(E)15.1.1.1 Line Information Database (LIDB) stores various telephone line numbers and Special Billing Number (SBN) data used by operator services systems to process and bill Alternately Billed Services (ABS) calls. The operator

services system accesses LIDB data to provide originating line (calling number), billing number and terminating line (called number) information. LIDB is used for calling card validation, fraud prevention, billing or service restrictions and the sub-account information to be included on the call's billing record.

(E)15.1.1.2 Bellcore's GR-446-CORE defines the interface between the administration system and LIDB including specific message formats. (Bellcore's TR-NWP-000029, Section 10).

(E)15.1.2 Terms and Conditions -- LIDB Storage

CLEC will provide initial data, add, update or delete data, and license said data to U S WEST for placement in U S WEST's LIDB. CLEC will provide and maintain necessary information to enable U S WEST to provide LIDB services. CLEC will ensure, to the extent possible, the accuracy of the data provided to U S WEST for storage in U S WEST's LIDB, and supply updated and changed data in a timely manner.

(E)15.1.3 Rate Elements -- LIDB Storage

LIDB Data Storage does not have a recurring charge. When electronic access becomes available, a one-time non-recurring fee may be charged for the initial load of CLEC's data into LIDB.

(E)15.1.4 Ordering -- LIDB Storage

U S WEST will be responsible for loading and updating CLEC's line records into the LIDB database from the data provided by CLEC. The establishment of CLEC line records will be provisioned through an interim manual process. Updates, adds, changes and deletions subsequent to the initial file for establishment must be e-mailed to U S WEST. Emergency updates (adds, changes, deletes) may be faxed. CLEC is responsible for the accuracy of the data which is sent to U S WEST. Inquiries from CLEC must be faxed to U S WEST using the approved forms appropriate for the type of inquiry requested.

(E)15.2 Line Validation Administration System (LVAS) Access

(E)15.2.1 Description -- LVAS Access

(E)15.2.1.1 LVAS is the comprehensive administrative management tool which loads the LIDB data and coordinates line record updates in U S WEST's redundant LIDB databases. LVAS is the vehicle which audits stored information and assures accurate responses.

(E)15.2.1.2 LVAS access is available only to facility-based CLECs.

(E)15.2.2 Terms and Conditions -- LVAS Access

(E)15.2.2.1 CLEC will provide U S WEST with the following information:

a) The LIDB service requested (*i.e.,* calling name, calling cards, Originating Line Number Screening (OLNS), ABS, etc.);

b) CLEC's Revenue Accounting Office (RAO), Operating Customer Number (OCN), and/or Local Service Provider Identification (LSPI);

c) The NPA NXX and signaling point codes for the operator or end office switches from which queries are launched;

d) The identity of CLEC's SS7 provider for Number Portability, ABS, OLNS and calling name;

e) The identity of CLEC's operator services provider for ABS queries;

f) A forecast for changes in volumes of line records, both increases and decreases; and

g) The contact names and fax numbers of all CLEC personnel to be contacted for fraud notification and LIDB data administration.

(E)15.2.2.2 CLEC will e-mail to U S WEST all updates, adds, changes, and deletions to the initial file in ASCII format.

(E)15.2.2.3 Within one business day of receipt of the file, U S WEST will attempt to load the file into LVAS. If U S WEST successfully loads the file into LVAS, the originator of CLEC's files will be notified by U S WEST.

(E)15.2.2.4 In the event that U S WEST is not successful in loading the file because errors were detected, U S WEST will e-mail the file back to CLEC with an error notice.

(E)15.2.2.5 Reserved for future use.

(E)15.2.2.6 U S WEST will provide to CLEC the necessary methods and procedures when the LVAS electronic interface becomes available.

(E)15.2.3 Rate Elements -- LVAS Access

(E)15.2.3.1 LIDB Line Record Initial Load Charge - CLEC shall reimburse U S WEST for all charges U S WEST incurs relating to the input of CLEC's end user line record information, including the formatting of data so that it may be loaded into LVAS.

(E)15.2.3.2 Mechanized Service Account Update - LVAS Access is the product which allows CLEC to add, update and delete telephone line numbers from the U S WEST LIDB for CLEC's end users. U S WEST will charge CLEC for each addition or update processed.

(E)15.2.3.3 Individual Line Record Audit - CLEC may verify the data for a given ten digit line number using an inquiry of its end user data.

(E)15.2.3.4 Account Group Audit - CLEC may audit an individual Account Group NPA-NXX.

(E)15.2.4 Expedited Request Charge for Manual Updates - CLEC may request an expedited manual update to the LIDB database that requires immediate action (*i.e.,* deny PIN number). U S WEST shall assess CLEC an expedited request charge for each manual update.

(E)15.2.5 Ordering - LVAS Access.

LVAS report queries from CLEC must be faxed to U S WEST MIDAS center using the approved forms appropriate for the type of inquiry requested.

(E)15.2.6 Billing - Line Validation Administration System (LVAS) Access.

When electronic access becomes available, a per query rate may apply to each Mechanized Service Account Update, Individual Line Record Audit, Account Group Audit, and Expedited Request Charge for Manual Updates.

(E)15.3 LIDB Query Service

(E)15.3.1 Description - LIDB Query Service

(E)15.3.1.1 LIDB Query Service provides information to query originators for use in processing Alternately Billed Services (ABS) calls. ABS call types include calling card, billed to third number, and collect calls.

(E)15.3.1.2 On behalf of CLEC, U S WEST will process LIDB queries from query originators (Telecommunications Carriers) requesting CLEC telephone line number data. U S WEST allows LIDB query access through U S WEST regional STPs.

(E)15.3.2 Terms and Conditions - LIDB Query Service

(E)15.3.2.1 All LIDB queries and responses from operator services systems and end offices are transmitted over a CCS network using a Signaling System 7 (SS7) protocol (TR-NWT-000246, Bell Communications Research Specification of Signaling System 7).

(E)15.3.2.2 The application data needed for processing LIDB data are formatted as Transaction Capabilities Application Part (TCAP) messages. TCAP messages may be carried as an application level protocol using SS7 protocols for basic message transport.

(E)15.3.2.3 The SCP node provides all protocol and interface support. CLEC SS7 connections will be required to meet Bellcore's GR905, TR954 and U S WEST's Technical Publication 77342 specifications.

(E)15.3.2.4 U S WEST will include CLEC-provided data in U S WEST's LIDB in accordance with Section (E)15.1 (LIDB Storage), and allow access to the data subject to U S WEST's negotiated agreements with Telecommunications Carriers, allowing CLEC's end users the same benefits of said agreements as enjoyed by U S WEST end users. U S WEST will update CLEC data, as

requested by CLEC. U S WEST will perform services provided hereunder and determine the applicable standard for the data, in accordance with operating methods, practices and standards in effect.

(E)15.3.3 Rate Elements - LIDB Query Service

(E)15.3.3.1 The recurring charges for LIDB queries for Alternately Billed Services (ABS) calls processed by an Operator Services Switch are contained in Exhibit A of this Amendment.

(E)15.3.3.2 LIDB Query rates apply in addition to all applicable CCSAC charges.

(E)15.3.4 Ordering - LIDB Inquiry Service

(E)15.3.4.1 LIDB requires a connection to the Common Channel Signaling Network (CCSN). Therefore, CLEC must have Common Channel Signaling Access Capability (CCSAC).

(E)15.3.4.2 Provisioning of LIDB is done via the LIDB Access Request Form. Upon receipt of an accurate LIDB Access Request Form, U S WEST will complete all necessary work and service will be available within seven (7) business days.

(E)15.3.4.3 In addition to the LIDB Request Form, hub providers requesting LIDB services on behalf of end users must furnish U S WEST a Proof of Authorization to prove that they have end-user authorization to provide these services. This letter must be on file prior to provisioning.

(E)15.4 Fraud Alert Notification

(E)15.4.1 Description - Fraud Alert Notification

The WatchDog Fraud Management System (FMS) processes the LIDB query detail records to establish patterns and identify potential fraudulent situations. WatchDog issues an alert to the U S WEST Fraud Investigation Unit (FIU). U S WEST will notify CLEC of system alerts on CLEC end user lines.

(E)15.4.2 Terms and Conditions - Fraud Alert Notification

U S WEST will notify CLEC of system alerts on CLEC end user lines. At the direction of CLEC, U S WEST will institute a block to prevent any further occurrence of fraud or uncollectible toll charges in accordance with practices used by U S WEST for its own end users. Such practices include, but are not limited to, removing from valid data those data which incur fraud or uncollectible toll charges.

(E)15.4.3 Rate Elements - Fraud Alert Notification

Fraud Alert Notification will be billed on a time and material basis per alert.

(E)15.4.4 Ordering - Fraud Alert Notification

As part of the planning for LIDB Data Storage, CLEC will provide U S WEST a contact for fraud notification. The contact must be available 24 hours a day, 7 days a week. U S WEST will not take any action when fraud notification is received other than to notify CLEC. CLEC may request that U S WEST deny a calling card. Any request of this type must be followed up by a fax as a confirmation.

(E)16 8XX Database Query Service

(E)16.1 8XX Database Query Service is an originating service which provides the Carrier Identification Code (CIC) and/or the vertical features associated with the 8XX number. Call routing information in the SMS/800 Database reflects the desires of the owner of the 8XX number as entered in the SMS/800 by its chosen responsible organization.

(E)16.2 8XX Optional Features

(E)16.2.1 POTS Translation - Delivers the ten-digit Plain Old Telephone Service (POTS) number to CLEC. To determine that the call originated as an 8XX number, the trunk group must be provisioned with Automatic Number Identification (ANI). ANI digit 24 will be delivered to the trunk group.

(E)16.2.2 Call Handling and Destination Features - This will allow routing options by specifying a single carrier, multiple carriers, single termination or multiple terminations. Multiple terminations may require the POTS translation feature. Variable routing options are:

a) Routing by originating NPA-NXX-XXXX;
b) Time of day;
c) Day of week;
d) Specified date; and
e) Allocation by percentage.

(E)16.3 Rate Elements

(E)16.3.1 The recurring charges for 8XX Database Query Service, POTS Translation, and Call Handling and Destination Features are contained in Exhibit A of this Amendment.

(E)16.3.2 The rates for 8XX Database Query Service only apply to queries from CLEC's switch to the U S WEST 8XX Database. If CLEC routes 8XX traffic to U S WEST for delivery to an interexchange carrier, the call shall be handled as jointly provided switched access. If the CLEC routes such traffic to U S WEST without performing the query, U S WEST shall perform the query in accordance with its switched access tariff.

(E)16.3.3 Non-recurring Options Activations Charge will apply for CLEC to activate 8XX Database Query Service. These rate elements are contained in the CCSAC/SS7 Section of Exhibit A.

(E)16.4 Ordering Process

(E)16.4.1 CLEC shall order access to U S WEST local STP (links and ports) prior to or in conjunction with 8XX Database Query Service.

(E)16.4.2 The information and time intervals to order STP (links and ports) are contained in the Common Channel Signaling Capability/SS7 Section. STP links and ports are required with 8XX Database Query Service.

(E)16.4.3 8XX Database Query Service shall be provided within 30 days after CLEC has access to the U S WEST local STP.

(E)16.5 Technical Requirements

(E)16.5.1 U S WEST shall make U S WEST's Toll Free Number Database available, through its STPs, for CLEC to query from CLEC's designated switch.

(E)16.5.2 The Toll Free Number Database shall return carrier identification and, where applicable, the queried toll free number, translated numbers and instructions as it would in response to a query from a U S WEST switch.

(E)16.6 Interface Requirements

The signaling interface between CLEC's or other local switch and the Toll-Free Number Database shall use the TCAP protocol as specified in the technical references together with the signaling network interface.

(E)16.7 Technical References

SCPs/Databases shall be consistent with the following technical references:

(E)16.7.1 GR-246-CORE, Bell Communications Research Specification of Signaling System Number 7, Issue 1 (Bellcore, December 1994);

(E)16.7.2 GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP) (Bellcore, March 1994);

(E)16.7.3 GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service 6, Issue 1, Rev. 1 (Bellcore, October 1995);

(E)16.7.4 GR-1149-CORE, OSSGR Section 10: System Interfaces, Issue 1 (Bellcore, October 1995) (Replaces TR-NWT-001149);

(E)16.7.5 GR-1158-CORE, OSSGR Section 22.3: Line Information Database 6, Issue (Bellcore, October 1995); and

(E)16.7.6 GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service (Bellcore, May 1995).

(E)17 InterNetwork Calling Name (ICNAM)

(E)17.1 Description

(E)17.1.1 InterNetwork Calling Name (ICNAM) is a U S WEST service that allows CLEC to query U S WEST's ICNAM database and secure the listed name information for the requested telephone number (calling number), in order to deliver that information to CLEC's end users.

(E)17.1.2 ICNAM database contains current listed name data by working telephone number served or administered by U S WEST, including listed name data provided by other Telecommunications Carriers participating in the Calling Name Delivery Service arrangement.

(E)17.2 Terms and Conditions

(E)17.2.1 In response to queries properly received at U S WEST's ICNAM database, U S WEST will provide the listed name of the calling party that relates to the calling telephone number (when the information is actually available in U S WEST's database and the delivery thereof is not blocked or otherwise limited by the calling party or other appropriate request). CLEC is responsible for properly and accurately launching and transmitting the query from its serving office to the U S WEST database.

(E)17.2.2 In response to proper signaling queries, U S WEST will provide CLEC with ICNAM database end user information if the calling party's end user information is stored in the U S WEST ICNAM database. As a result, the called party end user can identify the calling party listed name prior to receiving the call, except in those cases where the calling party end user has its ICNAM information blocked.

(E)17.2.3 U S WEST will allow CLEC to query U S WEST's ICNAM database in order to obtain ICNAM information which identifies the calling party end user.

(E)17.2.4 The ICNAM service shall include the database dip and transport from U S WEST's regional STP to U S WEST's SCP where the database is located. Transport from CLEC's network to U S WEST's local STP is provided via Links, which are described and priced in the CCSAC/SS7 Section.

(E)17.2.5 CLEC shall send queries conforming to the American National Standards Institute's (ANSI) approved standards for SS7 protocol and per the following specification standard documents:

a) Bellcore-SS7 Specification, TR-NPL-000246;
b) ANSI-SS7 Specifications;
c) Message Transfer Part T1.111;
d) Signaling Connection Control Part T1.112;
e) Transaction Capabilities Application Part T1.114;
f) Bellcore-CLASS Calling Name Delivery;
g) Generic Requirements, TR-NWT-001188; and
h) Bellcore-CCS Network Interface Specifications, TR-TSV-000905.

(E)17.2.6 CLEC acknowledges that transmission in the above protocol is necessary for U S WEST to provision its ICNAM services. CLEC will adhere to other applicable standards, which include Bellcore specifications defining service applications, message types and formats. U S WEST may modify its network pursuant to other specification standards that may become necessary to meet the prevailing demands within the United States telecommunications industry. All such changes shall be announced in advance and coordinated with CLEC.

(E)17.2.7 All queries to U S WEST's ICNAM database shall use a subsystem number (the designation of application) value of 250 with a translation type value of 5. CLEC acknowledges that such subsystem number and translation type values are necessary for U S WEST to properly process queries to U S WEST's ICNAM database.

(E)17.2.8 CLEC acknowledges and agrees that SS7 network overload due to extraordinary volumes of queries and/or other SS7 network messages can and will have a detrimental effect on the performance of U S WEST's SS7 network. CLEC further agrees that U S WEST, in its sole discretion, shall employ certain automatic and/or manual overload controls within the U S WEST SS7 network to safeguard against any detrimental effects. U S WEST shall report to CLEC any instances where overload controls are invoked due to CLEC's SS7 network, and CLEC agrees in such cases to take immediate corrective actions as necessary to cure the conditions causing the overload situation.

(E)17.2.9 U S WEST shall exercise reasonable efforts to provide accurate and complete ICNAM information in U S WEST's ICNAM database. The ICNAM information is provided on an as-is Basis with all faults. U S WEST does not warrant or guarantee the correctness or the completeness of such information; however, U S WEST will access the same ICNAM database for CLEC's queries as U S WEST accesses for its own queries. In no event shall U S WEST have any liability for system outage or inaccessibility or for losses arising from the authorized use of the ICNAM data by CLEC.

(E)17.2.10 CLEC shall arrange its Calling Party Number based services in such a manner that when a calling party requests privacy, CLEC will not reveal that caller's name or number to the called party (CLEC's end user). CLEC will comply with all FCC guidelines and, if applicable, the appropriate Commission rules, with regard to honoring the privacy indicator.

(E)17.2.11 U S WEST retains full and complete ownership and control over the ICNAM database and all information in its database. CLEC agrees not to copy, store, maintain or create any table or database of any kind from any response received after initiating an ICNAM query to U S WEST's database. CLEC will prohibit its end users from copying, storing, maintaining, or creating any table or database of any kind from any response provided by CLEC to its end user after CLEC initiated an ICNAM query to U S WEST's ICNAM database.

(E)17.2.12 U S WEST reserves the right to temporarily discontinue the ICNAM service if CLEC's incoming calls are so excessive as determined by U S WEST to jeopardize the viability of the ICNAM service.

(E)17.3 Rate Elements

Rate elements for ICNAM services are contained in Exhibit A of this Amendment.

(E)17.4 Billing

(E)17.4.1 CLEC agrees to pay U S WEST for each and every query initiated into U S WEST's ICNAM database for any information, whether or not any information is actually provided.

(E)17.4.2 ICNAM rates will be billed to CLEC monthly by U S WEST for the previous month.

(E)17.5 Ordering Process

(E)17.5.1 CLEC shall order access to U S WEST local STP (links and ports) prior to or in conjunction with ICNAM Services. Section (E)13 contains information on ordering SS7 and STP links and ports.

(E)17.5.2 If CLEC has an existing database of names that needs to be compiled into the appropriate format, ICNAM service will begin 30 days after U S WEST has received from CLEC its database information.

(E)17.5.3 If CLEC has no existing end-user base, then ICNAM service will begin seven (7) days after U S WEST receives the CLEC order.

(E)18 Additional Unbundled Elements

CLEC may request non-discriminatory access to and, where appropriate, development of, additional UNEs not covered in this Amendment pursuant to the Bona Fide Request Process.

(E)19 Construction Charges

U S WEST 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, ancillary and finished services. When U S WEST constructs to fulfill CLEC's request for unbundled loops, ancillary and finished services, U S WEST will bid this construction on a case-by-case basis. U S WEST will charge for the construction through non-recurring charges and a term agreement for the remaining recurring charge. When the CLEC orders the same or substantially similar service available to U S WEST end users, nothing in this Section shall be interpreted to authorize U S WEST to charge CLEC for special construction where such charges are not provided for in a tariff or where such charges would not be applied to a U S WEST end user.

(E)20 Reserved for Future Use

(E)21 Reserved for Future Use

(E)22 Reserved for Future Use

(E)23 Unbundled Network Elements Combinations (UNE Combinations)

(E)23.1 General Terms

(E)23.1.1 U S WEST shall provide CLEC with non-discriminatory access to pre-existing combinations of unbundled network elements in accordance with 47 C.F.R. 51.315(b) including but not limited to the UNE-Platform (UNE-P), according to the following terms and conditions.

(E)23.1.2 The Federal Communications Commission released its new list of unbundled network elements (UNEs) that purportedly satisfied the "necessary" and "impair" standards of Section 251(d)(2). See In the Matter of Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98 (rel. Nov. 5, 1999) (hereinafter "UNE Remand Order"). According to the ordering clauses of the UNE Remand Order, some portions of this UNE list become effective on February 17, 2000 and others on May 17, 2000. U S WEST will, upon request, allow CLEC to access pre-existing combinations of such unbundled network elements, in accordance with 47 C.F.R. 51.315(b).

(E)23.1.2.1 U S WEST will only provide combinations of those unbundled network elements that are currently on the FCC's then effective list of UNEs or are properly added by the State Commission according to 47 C.F.R. 51.317. Therefore, if a court of competent jurisdiction stays the effectiveness of any portion of the list of UNEs or vacates any portion of the list of UNEs or if the FCC or State Commission takes an item off of its list of UNEs, that effected element or elements will no longer be available as part of a preexisting combination of elements.

(E)23.1.2.2 U S WEST will not uncombine any network element, facility, feature, or service for CLEC to produce a combination of elements that were not already in a preexisting combined state.

(E)23.1.2.3 U S WEST will not, on behalf of CLEC, combine any element in its network or any UNE Combination with CLEC's network elements, features or services to create a finished service. CLEC must perform this work for itself within its collocation arrangement.

(E)23.1.2.4 U S WEST will not, on behalf of CLEC, create combinations of network elements, facilities, or features that it does not already have in a preexisting state.

(E)23.1.2.5 UNE Combinations will not be directly connected to a U S WEST finished service, whether found in a tariff or otherwise, without going through a collocation. Notwithstanding the foregoing, CLEC can connect its UNE Combination to U S WEST's Directory Assistance and Operator Services platforms.

(E)23.1.2.6 If, at any time, a court, the FCC, the State Commission, or any other body of competent jurisdiction determines that a network element previously required to be unbundled under Section 251(c)(3) of the Act no longer meets the necessary or impair standards of the Act or

otherwise is taken off of the UNE list, temporarily or permanently, then the 252(d)(1) prices for elements in CLEC's Agreement or Exhibit A shall no longer apply to such network element. When this occurs, U S WEST shall have the right to increase the price of the network element according to any and all applicable law, rules and regulations. The element will also no longer be available to be included as part of a UNE Combination.

(E)23.2 Description

UNE Combinations are available in five (5) categories: (i) 1FR/1FB Plain Old Telephone Service (POTS), (ii) Local Exchange Private Line (subject to the limitations set forth below) (iii) ISDN – either Basic Rate or Primary Rate, (iv) Digital Switched Service (DSS) and (v) PBX Trunks. If CLEC desires access to a different UNE Combination pursuant to 47 C.F.R. 51.315(b), CLEC may request access through the BFR Process set forth in CLEC's Agreement.

(E)23.3 Terms and Conditions

(E)23.3.1 U S WEST shall provide CLEC with non-discriminatory access to UNE Combinations, meaning: (a) of substantially the same quality as the comparable services that U S WEST provides service to its own retail end-users, (b) in substantially the same time and manner as the comparable service that U S WEST provides to its own retail end-users and (c) with a minimum of service disruption.

(E)23.3.2 "UNE-P-POTS": Retail and/or Resale 1FR/1FB lines that are in their pre-existing combined state are available to CLEC as a UNE Combination. UNE-P POTS is comprised of the following unbundled network elements: Analog - 2 wire voice grade loop, Analog Line Side Port, Shared Transport and, if desired, Vertical Features. For complete descriptions please refer to the appropriate unbundled network elements.

(E)23.3.3 "UNE-P-PBX": Retail and/or resale PBX Trunks that are already in their pre-existing combined state are available to CLEC as a UNE Combination. UNE-P-PBX includes the following pre-existing combination of unbundled network elements: DS1 capable loop, DS-1 PRI ISDN Trunk Port and Shared Transport. The standard offering is under development. For complete descriptions please refer to the appropriate unbundled network elements.

(E)23.3.3.1 U S WEST will begin making UNE-P-PBX pre-existing combinations available to CLEC upon request beginning February 17, 2000. Until June 17, 2000, U S WEST will accept orders for such UNE Combinations on an Individual Case Basis. After this date, U S WEST will provide CLEC with access to PBX Trunk combinations according to the standard intervals set forth in Section (E)23.5

(E)23.3.4 "UNE-P-DSS": Retail and/or Resale Digital Switched Service (DSS) that are already in their pre-existing combined state are available to CLEC as a UNE Combination. UNE-P-DSS is comprised of the following unbundled network elements: The standard offering is under development. For complete descriptions please refer to the appropriate unbundled network elements.

(E)23.3.4.1 U S WEST will begin making UNE-P-DSS pre-existing combinations available to CLEC upon request beginning February 17, 2000. Until June 17, 2000, U S WEST will accept orders for such UNE Combinations on an Individual Case Basis. After this date, U S WEST will provide CLEC with access to UNE-P-DSS pre-existing combinations according to the standard intervals set forth in Section (E)23.5.

(E)23.3.5 "UNE-P-ISDN": Retail and/or resale ISDN lines that are already in their pre-existing combined state are available to CLEC as a UNE Combination. There are two types of UNE-P-ISDN: basic rate (UNE-P-ISDN-BRI) and primary rate (UNE-P-ISDN-PRI). UNE-P-ISDN-BRI is comprised of the following unbundled network elements: Basic ISDN Capable Loop, Digital Line Side Port and Shared Transport. The standard offering is under development. In addition, vertical features not already associated with the Digital Line Side Port are handled ICB. UNE-P-ISDN-PRI is comprised of the following unbundled network elements: The standard offering is under development. For complete descriptions please refer to the appropriate unbundled network elements.

(E)23.3.5.1 U S WEST will begin making UNE-P-ISDN pre-existing combinations available to CLEC upon request beginning February 17, 2000. Until June 17, 2000, U S WEST will accept orders for such UNE Combinations on an Individual Case Basis. After this date, U S WEST will provide CLEC with access to UNE-P-ISDN pre-existing combinations according to the standard intervals set forth in Section (E)23.5.

(E)23.3.6 "Private Line Local Exchange UNE Combinations" (UNE-PL-X): Retail and/or resale private line circuits that are already in their pre-existing combined state are available to CLEC as a UNE Combination. There are many types of Private Line Local Exchange UNE Combinations. U S WEST will provide access to the following as a standard offering: UNE-PL-DS1 private line circuits are comprised of the following unbundled network elements: DS1 Capable Loop and DS1 Unbundled Dedicated Interoffice Transport. The remaining standard offerings are under development. For complete descriptions please refer to the appropriate unbundled network elements. Other Private Line Local Exchange UNE Combinations (DS0 and DS3 with multiplexing) are under development.

(E)23.3.6.1 U S WEST will begin making Private Line Local Exchange UNE Combinations available to CLEC upon request beginning February 17, 2000. Until June 17, 2000, U S WEST will accept orders for such UNE Combinations on an Individual Case Basis. After this date, U S WEST will provide CLEC with access to Private Line Local Exchange UNE Combinations according to the standard intervals set forth in Section (E)23.5.

(E)23.3.6.2 CLEC cannot utilize pre-existing combinations of unbundled network elements that include unbundled loop and unbundled interoffice dedicated transport to create a UNE Combination when the pre-existing combination of network elements is either a special access circuit or is otherwise used primarily as a basis to avoid payment of Switched Access charges unless CLEC establishes to U S WEST that it

is using the pre-existing combination of network elements to provide a significant amount of local exchange traffic to a particular end-user.

(E)23.3.6.2.1 No private line or other unbundled loop dedicated transport combination is available for conversion into a UNE Combination if it utilizes shared use billing, commonly referred to as ratcheting.

(E)23.3.6.2.2 To find that a private line is carrying a "Significant Amount of Local Exchange Traffic," one of the following three (3) conditions must exist:

(E)23.3.6.2.2.1 CLEC is the exclusive provider of an end user's local exchange service and the loop transport combination originates at a customer's premises and terminates at the CLEC's collocation arrangements.

(E)23.3.6.2.2.2 CLEC provides local exchange and exchange access service to the end user and handles at least one-third (1/3) of the end user's local traffic measured as a percent of total end user lines; and for DS1 level and above, at least fifty percent (50%) of the activated channels on the loop portion of the loop and transport combination have at least five percent (5%) local voice traffic individually; and the entire loop facility has at least ten percent (10%) local voice traffic; and the loop/transport combination originates at a customer's premises and terminates at the CLEC's collocation arrangement; and if a loop/transport combination includes multiplexing, each of the multiplexed facilities must meet the above criteria outlined in this paragraph. (For example, if DS1 loops are multiplexed onto DS3 transport, each of the individual DS1 facilities must meet the criteria outlined in this paragraph in order for the DS1/DS3 loop/transport combination to qualify for UNE treatment).

(E)23.3.6.2.2.3 For the conversion of services to combinations of unbundled network elements, at least fifty percent (50%) of the activated channels are used to provide originating and terminating local dial tone service and at least fifty percent (50%) of the traffic on each of these local dial tone channels is local voice traffic (measured based on the incumbent's local exchange calling area); and the entire loop facility has at least thirty-three percent (33%) local voice traffic; and if a loop/transport combination includes multiplexing, each of the multiplexed facilities must meet the above criteria. For example, if DS1 loops are

multiplexed onto DS3 transport, each of the individual DS1 facilities must meet the criteria as outlined in this paragraph in order for the DS1/DS3 loop/transport combination to qualify for UNE treatment.

(E)23.3.6.2.3 There is a legal presumption that any and all Special Access circuits purchased out of federal tariffs are not available as UNE Combinations. If CLEC can establish to U S WEST through documentary and, if available, other evidence that the pre-existing combination of elements is carrying a "Significant Amount of Local Exchange" Traffic, then U S WEST will convert the Special Access circuit to a UNE Combination. If after CLEC presents its evidence to U S WEST, CLEC and U S WEST disagree as to whether the special access circuit is carrying a Significant Amount of Local Exchange Traffic, CLEC can then go to the Commission at which time CLEC has the burden to establish to the Commission by a preponderance of the evidence that the special access circuit is carrying a "Significant Amount of Local Exchange Traffic". If CLEC meets its burden, the Special Access circuit will be converted to a UNE Combination. All rights of appeal will be preserved by both Parties.

(E)23.3.6.2.4 U S WEST has the right to verify CLEC's actual usage on a representative sample of CLEC's private line circuits to determine the percentage of local exchange usage. If U S WEST can establish to CLEC through documentary and, if available, other evidence that such a pre-existing combination of unbundled network elements is not currently being used to carry a "Significant Amount of Local Exchange Traffic" then that combination of elements will not be available to CLEC as a UNE Combination. If after U S WEST presents its evidence to CLEC, U S WEST and CLEC disagree as to whether the circuit is carrying a "Significant Amount of Local Exchange Traffic", U S WEST can then go to the Commission at which time U S WEST has the burden to establish to the Commission by a preponderance of the evidence that the pre-existing combination does not meet the requisite requirements is carrying less than a "Significant Amount of Local Exchange Traffic". If U S WEST meets its burden, the pre-existing combination of unbundled network elements will not be available as a UNE Combination. All rights of appeal will be preserved by both Parties.

(E)23.3.6.2.5 In order to confirm reasonable compliance with these requirements, U S WEST may perform periodic audits of CLEC's records according to the following guidelines:

a) U S WEST may, upon thirty (30) days written notice to a CLEC that has purchased loop/transport combinations as UNEs, conduct an audit to ascertain whether those loop/transport combinations were eligible for UNE treatment at the time of conversion and on an ongoing basis thereafter.

b) CLEC shall make reasonable efforts to cooperate with any audit by U S WEST and shall collect, compile, maintain and, in connection with an audit, provide U S WEST with relevant records (for example, call detail records) for all traffic that has been transmitted over all loop/transport combinations subject to the audit. CLEC must maintain auditable records for at least twelve (12) months, or, in the event of an audit or dispute, until such audit or dispute is resolved, whichever is longer.

c) An independent auditor hired and paid for by U S WEST shall perform any audits, provided, however, that if an audit reveals that CLEC's UNE-PL-X circuit(s) do not meet or have not met the certification requirements, then CLEC shall reimburse U S WEST for the cost of the audit.

d) An audit shall be performed using industry audit standards during normal business hours, unless there is a mutual agreement otherwise.

e) U S WEST may not exercise its audit rights with respect to a particular CLEC (excluding affiliates) more than twice in any calendar year, unless an audit finds noncompliance.

f) Audits conducted by U S WEST for the purpose of determining compliance with certification criteria are "over and above" any audit rights that U S WEST may have pursuant to an interconnection agreement between CLEC and U S WEST.

(E)23.3.7 CLEC may request a service change from Centrex 21, Centrex Plus or Centron service to UNE-P-POTS. The UNE-P-POTS line will contain the UNEs established in (E)23.3.2.

(E)23.3.7.1 Only vertical features may be added to the UNE-P-POTS line. Administrative controls specific to Centrex will not be converted.

(E)23.3.8 CLEC may request access to and, where appropriate, development of, additional Rule 315(b) UNE Combinations pursuant to the Bona Fide Request Process in CLEC's Agreement. In its BFR request, CLEC must identify the specific pre-existing combination of UNEs it believes meets Rule 315(b), identifying each individual UNE by name as described in this Amendment or CLEC's Agreement.

(E)23.3.9 The following terms and conditions are available for all types of UNE-P:

(E)23.3.9.1 UNE-P will include the capability to access long distance service (interLATA and intraLATA) of the CLEC's customer's choice on a 2-PIC basis, access to 911 emergency services, capability to access CLEC's Operator Services platform, capability to access CLEC's Directory Assistance platform and U S WEST customized routing service; and, if desired by CLEC, access to U S WEST Operator Services and Directory Assistance Service.

(E)23.3.9.2 If U S WEST provides and CLEC accepts operator services, directory assistance, and intraLATA long distance as a part of the basic exchange line, it will be offered with standard U S WEST branding. CLEC is not permitted to alter the branding of these services in any manner when the services are a part of the UNE-P line without the prior written approval of U S WEST. However, at the request of CLEC and where technically feasible, U S WEST will rebrand operator services and directory assistance in CLEC's name, in accordance with terms and conditions set forth in CLEC's Agreement.

(E)23.3.9.3 CLEC may order Customized Routing in conjunction with UNE-P for alternative operator service and/or directory assistance platforms. CLEC shall be responsible to combine UNE-P with all components and requirements associated with Customized Routing needed to utilize related functionality. For a complete description of Customized Routing, refer to Section (E)12.

(E)23.3.9.4 U S WEST shall provide to CLEC, for CLEC's end users, E911/911 call routing to the appropriate Public Safety Answering Point ("PSAP"). .U S WEST shall not be responsible for any failure of CLEC to provide accurate end-user information for listings in any databases in which U S WEST is required to retain and/or maintain end-user information. U S WEST shall provide CLEC's end user information to the ALI/DMS ("Automatic Location Identification/Database Management System"). U S WEST shall use its standard process to update and maintain, on the same schedule that it uses for its end users, CLEC's end user service information in the ALI/DMS used to support E911/911 services. U S WEST assumes no liability for the accuracy of information provided by CLEC.

(E)23.3.9.5 CLEC shall designate the Primary Interexchange Carrier (PIC) assignments on behalf of its end users for interLATA and intraLATA services. CLEC shall follow all applicable laws, rules and regulations with

respect to PIC changes and U S WEST shall disclaim any liability for CLEC's improper PIC change requests.

(E)23.3.9.6 Feature and interLATA or intraLATA PIC changes or additions for UNE-P, will be processed concurrently with the UNE-P order as specified by the CLEC.

(E)23.3.9.7 CLEC agrees to work in good faith with U S WEST, on all issues, including, if necessary, extending standard provisioning intervals, if CLEC orders and/or projects orders for more than 500 UNE-P lines in any one month.

(E)23.3.10 If a retail contract or tariff agreement exists between U S WEST and the end user customer or reseller utilizing the pre-existing combination of elements, all applicable Termination Liability Assessment (TLA) or minimum period charge whether contained within tariffs, contracts or any other applicable legal document, will apply and must be paid in full by the responsible party before the pre-existing combination of elements is available for conversion into a UNE Combination.

(E)23.3.11 If CLEC requests that an existing resale end-user be converted into a UNE Combination, the resale rate will continue to apply until the date U S WEST completes conversion of the order into UNE Combination pursuant to the standard provisioning intervals set forth in Section (E)23.5

(E)23.3.12 CLEC shall provide U S WEST with an eighteen (18) month forecast of its expected UNE Combination orders within thirty (30) calendar days of requesting service pursuant to CLEC's Agreement and this Amendment. The forecast shall be updated every six months for the first year of the contract and each November CLEC shall provide a forecast for the following calendar year. Each forecast shall provide: (a) proposed volumes by month for each type of UNE Combination (by city and/or state); (b) CLEC's anticipated number of UNE Combination service orders; and (c) the name and identifying information of CLEC's key contact personnel. The information provided pursuant to this paragraph shall be considered Proprietary Information.

(E)23.3.13 When end users switch from U S WEST to CLEC, or to CLEC from any other competitor and is obtaining service through a UNE Combination, such end users shall be permitted to retain their current telephone numbers if they so desire.

(E)23.3.14 In the event U S WEST terminates the provisioning of any UNE Combination service to CLEC for any reason, including CLEC's non-payment of charges, CLEC shall be responsible for providing any and all necessary notice to its end users of the termination. In no case shall U S WEST be responsible for providing such notice to CLEC's end users. U S WEST shall only be required to notify CLEC of U S WEST's termination of the UNE Combination service on a timely basis consistent with Commission rules and notice requirements.

(E)23.3.15 CLEC, or CLEC's agent, shall act as the single point of contact for its end users' service needs, including without limitation, sales, service design, order taking, provisioning, change orders, training, maintenance, trouble reports, repair, post-sale servicing, billing, collection and inquiry. CLEC's end users contacting U S WEST will be instructed to contact CLEC; however, unless specifically provided otherwise, nothing in

this Amendment shall be deemed to prohibit U S WEST from discussing its products and services with CLEC's end users who call U S WEST.

(E)23.3.16 Local circuit switching is not available as a UNE in certain circumstances. Where unbundled local circuit switching is one of the elements in a pre-existing combination of elements, CLEC will not request UNE-P where the following conditions exist: The end-user to be served with the UNE Combination is an end-user with four access lines or more and the lines are located in density zone 1 in specified MSAs as defined in Section (E)11.2.5.1.

(E)23.4 Rates and Charges

(E)23.4.1 The rates and charges for the individual unbundled network elements that comprise UNE Combinations can be found in CLEC's Agreement and Exhibit A for both recurring and non-recurring application.

(E)23.4.1.1 Recurring monthly charges for each unbundled network element that comprise the UNE Combination shall apply when a UNE Combination is ordered. The recurring monthly charges for each UNE, including but not limited to, Unbundled 2-wire Analog Loop, Analog Line Side Port and Shared Transport, are described in CLEC's Agreement and Exhibit A.

(E)23.4.1.2 Nonrecurring charges for each unbundled network element that comprise the UNE Combination shall apply when a UNE Combination is ordered. These non-recurring charges are described in CLEC's Agreement and Exhibit A.

(E)23.4.2 If the Commission takes any action to adjust the rates previously ordered, U S WEST will make a compliance filing to incorporate the adjusted rates into Exhibit A. Upon the compliance filing by U S WEST, the Parties will abide by the adjusted rates on a going-forward basis.

(E)23.4.3 CLEC shall be responsible for billing its end user customers served over UNE Combinations for all miscellaneous charges and surcharges required by statute, regulation or otherwise required. These charges and surcharges will be consistent with the charges and surcharges for equivalent services ordered by U S WEST end users.

(E)23.4.4 CLEC shall pay U S WEST the PIC change charge associated with CLEC end user changes of interLATA or intraLATA carriers. Any change in CLEC's end users' interLATA or intraLATA carrier must be requested by CLEC on behalf of its end user.

(E)23.4.5 If an end-user is served by CLEC through a UNE combination, U S WEST will not charge, assess, or collect Switched Access charges for interLATA or intraLATA calls originating or terminating from that end-user's phone after conversion to a UNE Combination is complete.

(E)23.4.6 U S WEST shall have a reasonable amount of time to implement system or other changes necessary to bill CLEC for Commission-ordered rates or charges associated with UNE Combinations.

(E)23.5 Ordering Process

(E)23.5.1 All UNE Combinations and associated products and services are ordered via an LSR. Ordering processes are contained in CLEC's Agreement and in the UNE-P and UNE Combination Resource Guide.

(E)23.5.2 Prior to placing an order on behalf of each end user, CLEC shall be responsible for obtaining and have in its possession a Proof of Authorization as set forth in CLEC's Agreement.

(E)23.5.3 Standard service intervals for each UNE Combination will be identified in the UNE-P and UNE Combination Resource Guide which includes the Standard Interval Guide for Interconnection and Resale Services. When the standard interval does apply, CLEC and U S WEST will use the standard provisioning interval for the equivalent retail service. Standard intervals do not apply when certain circumstances exist as specifically set forth in other aspects of this UNE Combination Section. CLEC and U S WEST can separately agree to due dates other than the standard interval.

(E)23.5.4 Due date intervals are established when US WEST receives a complete and accurate Local Service Request (LSR) made through the IMA or EDI interfaces or through facsimile. The date the LSR is received is considered the start of the service interval if the order is received on a business day prior to 3:00 p.m. The service interval will begin on the next business day for service requests received on a weekend day or after 3:00 p.m. on a business day. This interval may be impacted by order volumes and load control considerations.

(E)23.5.5 CLEC shall provide U S WEST with complete and accurate end user listing information for Directory Assistance, Directory Listings, and 911 Emergency Services for all end-users served by UNE Combinations.

(E)23.5.6 When U S WEST's end user or the end user's new service provider orders the discontinuance of the end user's existing service in anticipation of moving to another service provider, U S WEST will render its closing bill to the end user effective with the disconnection. If U S WEST is not the local service provider, U S WEST will issue a bill to CLEC for that portion of the service provided to CLEC should CLEC's end user, a new service provider, or CLEC request service be discontinued to the end user. U S WEST will notify CLEC by FAX, OSS interface, or other agreed upon processes when an end user moves to another service provider. U S WEST will not provide CLEC with the name of the other service provider selected by the end user.

(E)23.5.7 For UNE Combinations, CLEC shall provide U S WEST and U S WEST shall provide CLEC with points of contact for order entry, problem resolution, repair, and in the event special attention is required on service request.

(E)23.5.8 CLEC agrees that it will only submit the following types of orders to U S WEST for conversion to UNE-P: (a) conversions from resale; (b) conversions from retail, and (c) orders where facility check states that "soft dial tone" is in place. In these three circumstances, "preexisting combinations" of elements are already in place. If CLEC submits an order that does not satisfy one of the above, U S WEST will reject the order and such rejection will not count against U S WEST's performance reporting.

(E)23.6 Billing

U S WEST shall provide CLEC, on a monthly basis, within 7-10 calendar days of the last day of the most recent billing period, in an agreed upon standard electronic billing format, billing information including (1) a summary bill, and (2) individual end user sub-account information consistent with the samples available for CLEC review.

(E)23.7 Maintenance and Repair

(E)23.7.1 U S WEST will maintain facilities and equipment that comprise the service provided to CLEC as a UNE Combination. CLEC or its end users may not rearrange, move, disconnect or attempt to repair U S WEST facilities or equipment, other than by connection or disconnection to any interface between U S WEST and the end user, without the written consent of U S WEST.

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EXHIBIT A

NORTH DAKOTA RATES

9.0 Unbundled Network Elements (UNEs)			
9.1 Interconnection Tie Pairs (ITP) – Per Termination			
DS0 2-wire		$0.45[1]	
DS0 4-wire		$1.32[1]	
DS1 Per each Termination		$5.98	
DS3 Per each Termination		$26.26	
9.2 Unbundled Loops			
9.2.1 Analog Loops			
9.2.1.1 2-Wire Voice Grade		$19.75	See Installation options, Section 9.2.4
9.2.1.2 4-Wire Voice Grade		$38.50[1]	See Installation options, Section 9.2.4
9.2.2 Non-loaded Loops			
9.2.2.1 2-wire Non-loaded Loop		$19.75	See Installation options, Section 9.2.4 and See also Section 9.2.2.3
9.2.2.2 4-wire Non-loaded Loop		$38.50[1]	See Installation options, Section 9.2.4 and See also Section 9.2.2.3
9.2.2.3 Cable Unloading/Bridge Tap Removal			$538.16
9.2.3 Digital Capable Loops			
9.2.3.1 Basic Rate ISDN Capable Loop		$19.75	See Installation options, Section 9.2.4 and See also Section 9.2.2.3
9.2.3.2 DS1 Capable Loop		$102.21[1]	See Installation options, Section 9.2.5 and See also Section 9.2.2.3
9.2.3.3 DS3 Capable Loop		$1,160.56[1]	See Installation options, Section 9.2.6 and See also Section 9.2.2.3
9.2.3.4 2-Wire Extension Technology		$22.67	
9.2.4 DS0 Loop Installation Charges	See related monthly recurring charges in Sections 9.2.1 – 9.2.3 above.		
9.2.4.1 Basic Installation			
First Loop			$105.79
Each Additional Loop			$58.20
9.2.4.2 Basic Installation with Performance Testing			
First Loop			$170.04
Each Additional Loop			$86.24

9.2.4.3	Coordinated Installation with Cooperative Testing			
	First Loop			$217.05
	Each Additional Loop			$133.23
9.2.4.4	Coordinated Installation without Cooperative Testing			
	First Loop			$94.31[1]
	Each Additional Analog Loop			$67.28[1]
9.2.5	DS1 Loop Installation Charges	See related monthly recurring charges in Sections 9.2.1 – 9.2.3 above.		
9.2.5.1	Basic Installation			
	First Loop			$149.16[1]
	Each Additional Loop			$117.28[1]
9.2.5.2	Basic Installation with Performance Testing			
	First Loop			$340.92[1]
	Each Additional Loop			$285.93[1]
9.2.5.3	Coordinated Installation with Cooperative Testing			
	First Loop			$380.03[1]
	Each Additional Loop			$342.45[1]
9.2.5.4	Coordinated Installation without Cooperative Testing			
	First Loop			$154.12[1]
	Each Additional Analog Loop			$122.23[1]
9.2.6	DS3 Loop Installation Charges	See related monthly recurring charges in Sections 9.2.1 – 9.2.3 above.		
9.2.6.1	Basic Installation			
	First Loop			$149.16
	Each Additional Loop			$117.28
9.2.6.2	Basic Installation with Performance Testing			
	First Loop			$340.92
	Each Additional Loop			$285.93
9.2.6.3	Coordinated Installation with Cooperative Testing			
	First Loop			$380.03
	Each Additional Loop			$342.45
9.2.6.4	Coordinated Installation without Cooperative Testing			
	First Loop			$154.12
	Each Additional Analog Loop			$122.23
9.3 Subloop				
9.3.1	2-Wire Distribution Loop		$14.65	$118.83[1]
9.3.2	Installation for Each Additional 2-Wire Distribution Loop			$54.32[1]
9.3.3	DS1 Capable Feeder Loop		$95.38[1]	Under Development
9.3.4	OSS		Under Development	Under Development
9.4 Field Connection Point				

9.4.1	Feasibility Fee/Quote Preparation Fee			ICB[3]
9.4.2	Construction Fee			ICB[3]
9.5	**Line Sharing**			
9.5.1	Shared Loop, per Loop		$9.88	$71.80[1]
9.5.2	OSS, per Order			$3.13[1]
9.5.3	Engineering – Collocation Augment			ICB[3]
9.5.4	Splitter Shelf Charge		$4.85[1]	$2,893.50[1]
9.5.5	Splitter TIE Cable Connections			$1,303.65[1]
9.6	**Network Interface Device (NID)**			$58.32
		Recurring Fixed	**Recurring Per Mile**	**Nonrecurring**
9.7	**Unbundled Dedicated Interoffice Transport (UDIT)**			
9.7.1	DS0 UDIT			$293.55[1]
	DS0 Over 0 to 8 Miles	$4.12	-	
	DS0 Over 8 to 25 Miles	$4.12	-	
	DS0 Over 25 to 50 Miles	$4.12	-	
	DS0 Over 50 Miles	$4.12	-	
9.7.2	DS1 UDIT			$302.91[1]
	DS1 Over 0 to 8 Miles	$41.30[1]	$0.53[1]	
	DS1 Over 8 to 25 Miles	$41.53[1]	$2.89[1]	
	DS1 Over 25 to 50 Miles	$41.53[1]	$2.94[1]	
	DS1 Over 50 Miles	$41.47[1]	$2.52[1]	
9.7.3	DS3 UDIT			$302.91[1]
	DS3 Over 0 to 8 Miles	$289.99[1]	$12.34[1]	
	DS3 Over 8 to 25 Miles	$290.37[1]	$12.80[1]	
	DS3 Over 25 to 50 Miles	$290.59[1]	$11.72[1]	
	DS3 Over 50 Miles	$299.46[1]	$28.34[1]	
9.7.4	OC-3 UDIT			$331.92[1]
	OC-3 Over 0 to 8 Miles	$908.51	$229.17	
	OC-3 Over 8 to 25 Miles	$916.20	$68.39	
	OC-3 Over 25 to 50 Miles	$874.69	$87.07	
	OC-3 Over 50 Miles	$907.63	$58.82	
9.7.5	OC-12 UDIT			$331.92[1]
	OC-12 Over 0 to 8 Miles	$1650.83	$127.90	
	OC-12 Over 8 to 25 Miles	$1606.33	$140.88	
	OC-12 Over 25 to 50 Miles	$1891.43	$80.20	
	OC-12 Over 50 Miles	$1852.14	$86.25	
9.7.6	DS0 UDIT Low Side Channelization		$15.74[1]	
9.7.7	Multiplexing			
	DS3 to DS1		$225.18	$279.55
	DS1 to DS0		$236.79	$286.18
	DS1/DS0 Low Side Channelization		$8.98[1]	
9.7.8	Extended Unbundled Dedicated Interoffice Transport			
	DS1 E-UDIT		$59.70[1]	$488.36[1]
	DS3 E-UDIT		$301.70[1]	$488.36[1]
	OC-3 E-UDIT		$1,019.76[1]	$488.36[1]
	OC-12 E-UDIT		$1,386.99[1]	$488.36[1]

9.8 Unbundled Dark Fiber (UDF)			
9.8.1 Initial Records Inquiry (IRI)			$156.08[1]
9.8.2 Mid-Point Structure Inquiry (MPSI)			$199.01[1]
9.8.3 Field Verification and Quote Preparation (FVQP)			$1,453.55[1]
9.8.4 UDF-IOF Charges			
9.8.4.1 Termination, Fixed		$16.44[1]	$606.61[1]
9.8.4.2 Fiber Transport, per Mile		$89.16[1]	
9.8.4.3. Fiber Cross-Connect		$4.56[1]	$32.29[1]
9.8.5 UDF-Loop Charges			
9.8.5.1 UDF-Loop		$306.88[1]	$533.38[1]
9.9 Shared Transport			
9.9.1 Per Minute of Use - TELRIC Based Rate		$0.004392[1]	
9.9.2 Per Minute of Use – Market Based Rate		Not Available	
9.10 Unbundled Customer Controlled Rearrangement Element (UCCRE)			
9.10.1 DS1 Port		ICB[3]	ICB[3]
9.10.2 DS3 Port		ICB[3]	ICB[3]
9.10.3 Dial Up Access		ICB[3]	
9.10.4 Attendant Access		ICB[3]	
9.10.5 Virtual Ports			ICB[3]
9.11 Local Tandem Switching			
9.11.1 DS1 Local Message Trunk Port			$337.96[1]
9.11.2 Trunk Group – First Trunk			$278.91[1]
9.11.3 Message Trunk Group – Each Additional Trunk			$8.64[1]
9.11.4 Per Minute of Use		$0.0084	
9.12 Local Switching			
9.12.1 Local Switching - TELRIC Based Rates			
9.12.1.1 Analog Line Side Port, First Port		$1.27	$97.97
9.12.1.2 Each Additional Port (ordered concurrently with an unbundled loop)		$1.27	$52.71
9.12.1.3 Vertical Features			
Call Hold		$0.0568[1]	
Call Transfer		$0.2166[1]	
Three Way Calling		$0.0963[1]	
Call Pickup		$0.0577[1]	
Call Waiting/Cancel Call Waiting		$0.1330[1]	
Distinctive Ringing		$0.0797[1]	
Speed Call Long – Customer Change		$0.0654[1]	
Station Dial Conferencing (6-way)		$1.0508[1]	
Call Forwarding Busy Line		$0.1386[1]	
Call Forwarding Don't Answer		$0.1696[1]	
Call Forwarding Variable		$0.1414[1]	
Call Forwarding Variable Remote		$0.1128[1]	
CLASS – Call Waiting ID		$0.0519[1]	
CLASS – Calling Name & Number		$0.1915[1]	
CLASS – Calling Number Delivery		$0.0808[1]	
CLASS – Calling Number Delivery – Blocking		$0.3822[1]	
CLASS – Continuous Redial		$0.5008[1]	
CLASS – Last Call Return		$0.4258[1]	
CLASS – Priority Calling		$1.0829[1]	
CLASS – Selective Call Forwarding		$0.9206[1]	
CLASS – Selective Call Rejection		$1.7651[1]	

CLASS – Anonymous Call Rejection		$0.3937[1]	
Call Park (Store & Retrieve)		$0.1289[1]	
Message Waiting Indication A/V		$0.0662[1]	
9.12.1.4 Subsequent Order Charge			$12.75[1]
9.12.1.5 Digital Line Side Port (Supporting BRI ISDN)		$25.11[1]	
9.12.1.5.1 First Port			$277.13[1]
9.12.1.5.2 Each Additional Port			$277.13[1]
9.12.1.6 Digital Trunk Ports			
9.12.1.6.1 DS1 Local Message Trunk Port			$337.96[1]
9.12.1.6.2 Message Trunk Group, First Trunk			$278.91[1]
9.12.1.6.3 Message Trunk Group, Additional Each			$8.64[1]
9.12.1.6.4 DS1 PRI ISDN Trunk Port		$313.45[1]	$679.45[1]
9.12.1.7 Local Usage, per Minute of Use		*$0.002 5*	
9.12.2 Local Switching - Market Based Rates			
9.12.2.1 Analog Line Side Port, First Port		Not Available	Not Available
9.12.2.2 Each Additional Port (ordered concurrently with an unbundled loop)		Not Available	Not Available
9.12.2.3 Vertical Features			
Call Hold		Not Available	
Call Transfer		Not Available	
Three Way Calling		Not Available	
Call Pickup		Not Available	
Call Waiting/Cancel Call Waiting		Not Available	
Distinctive Ringing		Not Available	
Speed Call Long – Customer Change		Not Available	
Station Dial Conferencing (6-way)		Not Available	
Call Forwarding Busy Line		Not Available	
Call Forwarding Don't Answer		Not Available	
Call Forwarding Variable		Not Available	
Call Forwarding Variable Remote		Not Available	
CLASS – Call Waiting ID		Not Available	
CLASS – Calling Name & Number		Not Available	
CLASS – Calling Number Delivery		Not Available	
CLASS – Calling Number Delivery –Blocking		Not Available	
CLASS – Continuous Redial		Not Available	
CLASS – Last Call Return		Not Available	
CLASS – Priority Calling		Not Available	
CLASS – Selective Call Forwarding		Not Available	
CLASS – Selective Call Rejection		Not Available	
CLASS – Anonymous Call Rejection		Not Available	
Call Park (Store & Retrieve)		Not Available	
Message Waiting Indication A/V		Not Available	
9.12.2.4 Subsequent Order Charge			Not Available
9.12.2.5 Digital Line Side Port (Supporting BRI ISDN)		Not Available	
9.12.2.5.1 First Port			Not Available

	9.12.2.5.2 Each Additional Port			Not Available
	9.12.2.6 Digital Trunk Ports			
	9.12.2.6.1 DS1 Local Message Trunk Port			Not Available
	9.12.2.6.2 Message Trunk Group, First Trunk			Not Available
	9.12.2.6.3 Message Trunk Group, Each Additional			Not Available
	9.12.2.6.4 DS1 PRI ISDN Trunk Port		Not Available	Not Available
	9.12.2.7 Local Usage, per Minute of Use		Not Available	
9.13	**Customized Routing**			
	9.13.1 Development of Custom Line Class Code – Directory Assistance or Operator Services Routing Only			ICB[3]
	9.13.2 Installation Charge, per Switch – Directory Assistance or Operator Service Routing Only			ICB[3]
	9.13.3 All Other Custom Routing		ICB[3]	ICB[3]
9.14	**Common Channel Signaling/SS7**			
	9.14.1 CCSAC STP Port		$214.66[1]	ICB[3]
	9.14.2 CCSAC Options Activation Charge			
	9.14.2.1 Basic Translations			
	First Activation, per Order			$107.17[1]
	Each Additional Activation, per Order			$7.32[1]
	9.14.2.2 CCSAC Options Database Translations			
	First Activation per Order			$121.82[1]
	Each additional Activation per Order			$43.95[1]
	9.14.3 Signal Formulation, ISUP, Per Call Set-Up Request		$0.001706[1]	
	9.14.4 Signal Transport, ISUP, Per Call Set-Up Request		$0.001143[1]	
	9.14.5 Signal Transport, TCAP, per Data Request		$0.000378[1]	
	9.14.6 Signal Switching, ISUP, Per Call Set-Up Request		$0.001200[1]	
	9.14.7 Signal Switching, TCAP, Per Data Request		$0.000418[1]	
9.15	**Advanced Intelligent Network (AIN)**			
	9.15.1 AIN Customized Services (ACS)			ICB[3]
	9.15.2 AIN Platform Access (APA)		ICB[3]	ICB[3]
	9.15.3 AIN Query Processing, per Query		ICB[3]	
9.16	**Line Information Database (LIDB)**			
	9.16.1 LIDB Storage			No Charge
	9.16.2 Line Validation Administration System Access (LVAS)			Under Development
	9.16.2.1 LIDB/ICNAM Line Record Initial Load			
	9.16.2.1.1 Up to 20,000 Line Records			$2,601.00[1]
	9.16.2.1.2 Over 20,000 Line Records			ICB[3]
	9.16.2.2 Mechanized Service Account Update, per Addition or Update Processed		Under Development	
	9.16.2.3 Individual Line Record Audit			Under Development
	9.16.2.4 Account Group Audit			Under Development
	9.16.2.5 Expedited Request Charge for Manual Updates			Under Development
	9.16.3 LIDB Query Service, per Query		$0.003540[1]	

	9.16.4 Fraud Alert Notification, per Alert		No Charge	
9.17	**8XX Database Query Service**			
	9.17.1 Basic Query, per Query		$0.000949[1]	
	9.17.2 POTS Translation		$0.000014[1]	
	9.17.3 Call Handling & Destination Feature		$0.000004[1]	
9.18	**ICNAM, Per Query**		*$0.001 220[1]*	
9.19	**Construction Charges**		ICB[3]	ICB[3]
9.20	**Miscellaneous Elements**			
	Additional Engineering – Basic			$29.67[1]
	Additional Engineering – Overtime			$38.29[1]
	Additional Labor Installation – Overtime			$8.44[1]
	Additional Labor Installation – Premium			$16.87[1]
	Additional Labor Other – Basic			$25.89[1]
	Additional Labor Other – Overtime			$34.66[1]
	Additional Labor Other – Premium			$43.42[1]
	Testing and Maintenance – Basic			$27.50[1]
	Testing and Maintenance – Overtime			$36.79[1]
	Testing and Maintenance – Premium			$46.09[1]
	Maintenance of Service – Basic			$25.89[1]
	Maintenance of Service – Overtime			$34.68[1]
	Maintenance of Service – Premium			$43.42[1]
	Additional COOP Acceptance Testing – Basic			$27.50[1]
	Additional COOP Acceptance Testing – Overtime			$36.79[1]
	Additional COOP Acceptance Testing – Premium			$46.09[1]
	NonScheduled COOP Testing - Basic			$27.50[1]
	NonScheduled COOP Testing – Overtime			$36.79[1]
	NonScheduled COOP Testing – Premium			$46.09[1]
	NonScheduled Manual Testing – Basic			$27.50[1]
	NonScheduled Manual Testing – Overtime			$36.79[1]
	NonScheduled Manual Testing – Premium			$46.09[1]
	Additional Dispatch			$81.92[1]
	Date Change			$12.67[1]
	Design Change			$58.49[1]
	Expedite Charge			ICB[3]
	Cancellation Charge			ICB[3]

NOTES:

* Unless otherwise indicated, all rates are pursuant to the U S WEST and AT&T Interconnection Agreement approved by the North Dakota Public Utilities Commission in Docket Number PU-453-96-497, effective June 23, 1997.

[1] Rates not addressed in AT&T Arbitration. (TELRIC based where required.)
[2] Market-based rates.
[3] ICB, Individual Case Basis pricing.
[4] Rates per FCC Guidelines.
[5] Enhanced Extended Loop is available in density zone 1 wire centers within the top 50 MSA's as designated by the FCC. U S WEST's territory contains six (6) of the top 50 MSA's and 14 wire centers within those six (6). North Dakota does not contain any of these wire centers.
[6] Estimated TELRIC.

EXHIBIT B

SERVICE INTERVAL TABLES

1.0 Unbundled Loops Service Interval Table:

(a.) Established Service Intervals for voice grade 2-wire and 4-wire analog Unbundled Loops:

		High Density	Low Density
a)	1-8 lines	5 business days	6 business days
b)	9-16 lines	6 business days	7 business days
c)	17-24 lines	7 business days	8 business days

(b.) Established Service Intervals for 2-wire and 4-wire non-loaded, ISDN capable, DS1 capable and ADSL qualified Unbundled Loops:

		High Density	Low Density
a)	1-8 lines	5 business days	8 business days
b)	9-16 lines	6 business days	9 business days
c)	17-24 lines	7 business days	10 business days

(c.) Established Service Intervals for DS3 capable Unbundled Loops:

		High Density	Low Density
a)	1-3 lines	7 business days	9 business days
b)	4 or more	ICB	ICB

2.0 UDIT Service Interval Table:

Product	Services Ordered	Installation Commitments	Repair Commitments
Unbundled Dedicated Interoffice Transport (UDIT), UCCRE			
DS0	1 to 8	High Density: Five (5) Business Days Low Density: Six (6) Business Days	4 hrs. High Density 4 hrs. Low Density
	9 to 16	High Density: Six (6) Business Days Low Density: Seven (7) Business Days	4 hrs. High Density 4 hrs. Low Density
	17 to 24	High Density: Seven (7) Business Days Low Density: Eight (8) Business Days	4 hrs. High Density 4 hrs. Low Density
	25 or more	ICB	ICB
DS1	1 to 8	High Density: Five (5) Business Days Low Density: Eight (8) Business Days	4 hrs High Density 4 hrs Low Density
	9 to 16	High Density: Six (6) Business Days Low Density: Nine (9) Business Days	4 hrs High Density 4 hrs Low Density
	17 to 24	High Density: Seven (7) Business Days Low Density: Ten (10) Business Days	4 hrs High Density 4 hrs Low Density
	25 or more	ICB	4 hrs
DS3	1 to 3 Circuits	High Density: Seven (7) Business Days Low Density: Nine (9) Business Days	4 hrs High Density 4 HRS LOW DENSITY
	4 or more Circuits	ICB	4 hrs
OC3 and Higher	1 or more Circuits	ICB	4 hrs

3.0 Unbundled Local Switching Service Interval Table:

Product	Services Ordered	Installation Commitments	Repair Commitments
Unbundled Switching			
Unbundled Switching – Line Side Analog With Line Class Code (LCC) already supported in requested switch.	1 to 8	High Density: Five (5) Business Days Low Density: Six (6) Business Days	24 hrs. High Density 24 HRS. LOW DENSITY
	9-16	High Density: Six (6) Business Days Low Density: Seven (7) Business Days	24 hrs. High Density 24 hrs. Low Density
	17 to 24	High Density: Seven (7) Business Days Low Density: Eight (8) Business Days	24 hrs. High Density 24 hrs. Low Density
	25 or more	ICB	24 hrs.
Unbundled Switching – Line Side Analog – Existing – Vertical Feature(s) (Features change without inward line activity and not impacting the design of the circuit.)	1 to 19	Two (2) Business Days	24 hrs. OOS 48 hrs. AS
	20 to 39	Four (4) Business Days	24 hrs. OOS 48 hrs. AS
	40 or more	ICB	24 hrs. OOS 48 hrs. AS
Unbundled Switching – Line Side Analog New Line Class Code (LCC) ordered through customized routing		ICB	24 hrs.
Unbundled Switching – BRI-ISDN Line-side Port. With a U S WEST standard configuration and Line Class Code (LCC) already supported in the requested switch	1 to 3 Lines	High Density: Seven (7) Business Days Low Density: ICB	24 hrs. High Density 24 hrs. Low Density
	4 or more	ICB	24 hrs.

Product	Services Ordered	Installation Commitments	Repair Commitments
Unbundled Switching – BRI-ISDN Line-side Port. With non-standard configuration and Line Class Code (LCC) already supported in the requested switch	1 to 3 Lines	High Density: Seventeen (17) Business Days (includes 10 days for complex translations.) Low Density: ICB	24 hrs. High Density 24 hrs. Low Density
	4 or more	ICB	24 hrs.
Unbundled Switching – BRI-ISDN Line-side Port. Non supported Line Class Code (LCC) ordered through Customized Routing		ICB	24 hrs.
Unbundled Switching – DS1 Trunk Port	1 to 8 Ports	High Density: Five (5) Business Days Low Density: Six (6) Business Days	24 hrs. High Density 24 hrs. Low Density
	9 to 16 Ports	High Density: Six (6) Business Days Low Density: Seven (7) Business Days	24 hrs. High Density 24 hrs. Low Density
	17 to 24 Ports	High Density: Seven (7) Business Days Low Density: Eight (8) Business Days	24 hrs. High Density 24 hrs. Low Density
	25 or more Ports	ICB	24 hrs.

Product	Services Ordered	Installation Commitments	Repair Commitments
Unbundled Switching – Message Trunk Groups • Translation questionnaire required • Routing to trunks is ordered separately as Customized Routing • DS1 trunk port & UDIT in place.	**High Density** 1 TO 24	Seven (7) Business Days	24 hrs.
	25 TO 48	Eight (8) Business Days	24 hrs.
	49 TO 72	Ten (10) Business Days	24 hrs.
	73 TO 96	Twelve (12) Business Days	24 hrs.
	97 TO 120	Fourteen (14) Business Days	24 hrs.
	121 TO 144	Fifteen (15) Business Days	24 hrs.
	145 TO 168	Sixteen (16) Business Days	24 hrs.
	169 TO 240	Eighteen (18) Business Days	24 hrs.
	241 OR MORE	ICB	24 hrs.
	LOW DENSITY 1 to 24	Eighteen (18) Business Days	24 hrs.
	25 TO 72	Nineteen (19) Business Days	24 hrs.
	73 TO 120	Twenty (20) Business Days	24 hrs.
	121 OR MORE	ICB	24 hrs.

Product	Services Ordered	Installation Commitments	Repair Commitments
Unbundled Switching – Two Way and DID Equivalent Group (add/change/increase) DS1 trunk port in place	1 TO 8 TRUNKS	High Density: Five (5) Business Days Low Density: Six (6) Business Days	24 hrs. High Density 24 hrs. Low Density
	9 TO 16 TRUNKS	High Density: Six (6) Business Days Low Density: Seven (7) Business Days	24 hrs. High Density 24 hrs. Low Density
	17 TO 24 TRUNKS	High Density: Seven (7) Business Days Low Density: Eight (8) Business Days	24 hrs. High Density 24 hrs. Low Density
	25 OR MORE TRUNKS	ICB	24 hrs.
Unbundled Switching – PRI-ISDN Capable Trunk-Side DS1 Trunk port in place	1 TO 8	High Density: Five (5) Business Days Low Density: Six (6) Business Days	4 hrs. High Density 4 hrs. Low Density
	9 TO 16	High Density: Six (6) Business Days Low Density: Seven (7) Business Days	4 hrs. High Density 4 hrs. Low Density
	17 TO 24	High Density: Seven (7) Business Days Low Density: Eight (8) Business Days	4 hrs. High Density 4 hrs. Low Density
	25 OR MORE	ICB	4 hrs.

PU-2207-00-333

NDER: *COMPLETE THIS SECTION*

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
Print your name and address on the reverse so that we can return the card to you.
Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

Michael Lubin
thnet Inc
15 314 St NW Ste 500
Washington DC 20007

COMPLETE THIS SECTION ON DELIVERY

A. Received by *(Please Print Clearly)* — B. Date of Delivery: 9-29

C. Signature: x A. William ☐ Agent ☐ Addressee

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

Article Number *(Copy from service label)*
7099 3220 0002 8476 8432

Form 3811, July 1999 — Domestic Return Receipt — 102595-99-M-1789

PU-2207-00-333

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Michael Lubin
Pathnet Inc
1015 314 St NW Ste 500
Washington DC 20007

COMPLETE THIS SECTION ON DELIVERY

A. Received by *(Please Print Clearly)* — B. Date of Delivery: 7-26

C. Signature: X Lauren L Moore ☐ Agent ☑ Addressee

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

2. Article Number *(Copy from service label)*
7099 3220 0002 8476 8173

PS Form 3811, July 1999 — Domestic Return Receipt — 102595-99-M-1789

PU-2207-00-333; PU-2146-00-357; PU-3352-00-340

NDER: *COMPLETE THIS SECTION*

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
Print your name and address on the reverse so that we can return the card to you.
Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

Jn Munn
US West
801 California St Rm 5100
nver Co 80202

COMPLETE THIS SECTION ON DELIVERY

A. Received by *(Please Print Clearly)* — B. Date of Delivery: 9/25/00

C. Signature: X R. Hunt ☐ Agent ☐ Addressee

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

Article Number *(Copy from service label)*
7099 3220 0002 8476 8449

; Form 3811, July 1999 — Domestic Return Receipt — 102595-99-M-1789

PU-2207-00-333

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

John D Munn
US West
1801 California St Rm 5100
Denver CO 80212

COMPLETE THIS SECTION ON DELIVERY

A. Received by *(Please Print Clearly)* — B. Date of Delivery: 7-24

C. Signature: X R. Hunt ☐ Agent ☐ Addressee

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

2. Article Number *(Copy from service label)*
7099 3220 0002 8476 8180

PS Form 3811, July 1999 — Domestic Return Receipt — 102595-99-M-1789