TC99-125 CH

DOCKET NO. TC99-125

In the Matter of

IN THE MATTER OF THE FILING FOR APPROVAL OF AN INTERCONNECTION AGREEMENT BETWEEN U S WEST COMMUNICATIONS, INC. AND PATHNET, INC.

Public Utilities Commission of the State of South Dakota

DATE	MEMORANDA
12/29/99	Filed and Docketed;
12/30/99	Weekly Filing;
6/28/00	Order Approving Agreement;
6/28/00	Docket Closed.

TC99-125

U S WEST, Inc.
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Alex M. Duarte
Senior Attorney

RECEIVED
DEC 29 1999
SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

December 23, 1999

Via Overnight Delivery

Mr. William Bullard, Jr.
Executive Director
South Dakota Public Utilities Commission
500 East Capitol Avenue
Pierre, SD 57501

Re: Filing of Interconnection Agreement between Pathnet, Inc. and U S WEST Communications, Inc.

Pursuant to 20:10:32:21 of the Admin. Rules of South Dakota enclosed for filing is an original and ten (10) copies of the Interconnection Agreement between U S WEST Communications, Inc. ("U S WEST") and Pathnet, Inc. ("Pathnet") for approval by the Commission. The Agreement is a negotiated agreement setting forth the terms, conditions and prices under which U S WEST agrees to provide (a) services for resale, (b) certain unbundled network elements, ancillary functions and additional features to Pathnet (collectively referred to as "Network Elements") for Pathnet's offering and provisioning of telecommunications services. The Agreement also sets forth the terms, conditions and prices under which the parties agree to interconnect and pay reciprocal compensation for the exchange of local traffic.

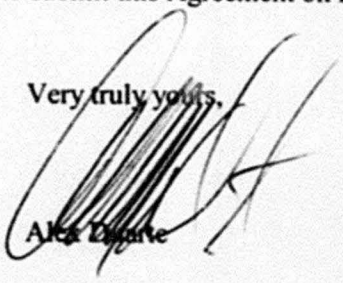
The Agreement does not discriminate against other telecommunications carriers, and the Agreement is consistent with the FCC's guidelines for negotiation and performance. Additionally, other telecommunications carriers have the option to adopt any negotiated or arbitrated agreement approved by the Commission.

The Agreement is consistent with the public interest as identified in the state statutes of South Dakota, the Commission's rules, the federal Telecommunications Act of 1996, and rules of the Federal Communications Commission. Expeditious approval of this Agreement will enable Pathnet to enter the local exchange market and provide customers with increased choices among local exchange services.

USA
Proud Sponsor
36 USC 380

Pathnet has authorized U S WEST to submit this Agreement on Pathnet's behalf.

Very truly yours,



Alex Duarte

/ld
Enclosures

cc: Pathnet
General Counsel
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Washington, DC 20007

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TC99-125

RECEIVED

DEC 29 1999

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

LOCAL INTERCONNECTION AGREEMENT

BETWEEN

U S WEST COMMUNICATIONS, INC.

AND

PATHNET, INC.

FOR

THE STATE OF SOUTH DAKOTA

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PART A - GENERAL TERMS

This Local Interconnection Agreement is between Pathnet, Inc. ("Pathnet"), a Delaware corporation, and U S WEST Communications, Inc. ("USW"), a Colorado corporation.

(A)1. SCOPE OF AGREEMENT

(A)1.1 Pursuant to this negotiated Local Interconnection Agreement ("Agreement"), Pathnet, a Competitive Local Exchange Carrier, and USW (collectively, "the Parties") will extend certain arrangements to one another within the geographical areas in which both Parties are providing local exchange service at that time, and for which USW is the incumbent Local Exchange Carrier within the state of South Dakota for purposes of providing local Telecommunications Services. This Agreement includes terms, conditions, and prices for network Interconnection, access to Unbundled Network Elements (UNEs), ancillary network services, and retail services available for resale. It will be submitted to the South Dakota Public Utilities Commission ("Commission") for approval. Notwithstanding this mutual commitment, however, the Parties enter into this Agreement without prejudice to any positions they have taken previously, or may take in the future in any legislative, regulatory, or other public forum addressing any matters, including matters related to the types of arrangements prescribed by this Agreement.

(A)1.2 The provisions in this Agreement are based, in large part, on the existing state of the law, rules, regulations and interpretations thereof, as of the date hereof (the "Existing Rules"). Among the Existing Rules are or could be the results of arbitrated decisions by the Commission which are currently being challenged by USW. 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. Although that opinion is legally-binding, 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. Nothing in this Agreement shall be deemed an admission by USW concerning the interpretation or effect of the Existing Rules or an admission by USW that the Existing Rules should not be vacated, dismissed, stayed or modified. Nothing in this Agreement shall preclude or estop USW 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 the Parties shall negotiate an amendment to this Agreement which shall include time frames to implement such new rules, and all contracts adopting all or part of this Agreement pursuant to Section 252(i) of the Act, shall be amended to reflect such modification or change of the Existing Rules. Where the Parties fail to agree upon such an amendment, it shall be resolved in accordance with the Dispute Resolution provision of this Agreement. It is

expressly understood that this Agreement will be corrected to reflect the outcome of generic pricing proceedings by the Commission. This Section 1.2 shall be considered part of the rates, terms and conditions of each interconnection service, resale and network element arrangement contained in this Agreement, and this Section 1.2 shall be considered legitimately related to the purchase of each interconnection service, service for resale, and network element arrangement contained in this Agreement.

(A)1.3 This Agreement is entered into as a result of both private negotiations between the Parties and the incorporation of some of the results of arbitrated decisions by the Commission, acting pursuant to Section 252 (b) of the Act, and involving interconnection/resale agreements of other parties. The Parties have included for convenience certain rates, terms or conditions in this Agreement which reflect rates, terms or conditions established in some or all of those other arbitrations. Pathnet acknowledges: (1) that those rates, terms or conditions are extended only because of the arbitrated results in other dockets, (2) that USW intends to appeal certain of those decisions, and (3) that any negotiations, appeal, stay, injunction or similar proceeding impacting the applicability of those rates, terms or conditions to the local service providers who were parties to those arbitrations will similarly impact the applicability of those rates, terms or conditions to Reseller. The Parties further recognize that this Agreement is subject to the generic proceedings by the Commission addressing the services in this Agreement.

(A)1.4 This Agreement sets forth the terms, conditions and prices under which USW agrees to provide (a) services for resale and (b) certain UNEs, ancillary functions and additional features to Pathnet, all for the sole purpose of providing Telecommunications Services. The Agreement also sets forth the terms, conditions and prices under which the Parties agree to provide Interconnection and reciprocal compensation for the exchange of Exchange Service (EAS/Local) and Exchange Access traffic between USW and Pathnet, Jointly Provided Switch Access (InterLATA and IntraLATA presubscribed/dial around) traffic and Special Access between USW, Pathnet and Interexchange Carrier (IXC) for purposes of offering Telecommunications Services.

(A)1.5 In the performance of their obligations under this Agreement, the Parties shall act in good faith and consistently with the intent of the Act. Where notice, approval or similar action by a Party is permitted or required by any provision of this Agreement, (including, without limitation, the obligation of the Parties to further negotiate the resolution of new or open issues under this Agreement) such action shall not be unreasonably delayed, withheld or conditioned.

(A)1.6 USW may make services, functionalities and features available to Pathnet under this Agreement consistent with the way they are available to other Co-Providers, without a formal amendment to this Agreement. Nothing herein prevents either Party from raising other issues through additional good faith negotiations.

(A)1.7 This Agreement is structured in the following format:

Part A - General Terms
Part B - Resale
Part C - Reciprocal Traffic Exchange
Part D - Collocation
Part E - Unbundled Network Elements
Part F - Ancillary Services
Part G - Miscellaneous Provisions
Part H - Rates
Part I - Signature

(A)1.8 Prior to placing any orders for services under this Agreement, the Parties will jointly complete USW's "Co-Provider Questionnaire". This questionnaire will then be used to:

Determine geographical requirements
Identify Pathnet Ids
Determine USW system requirements to support Pathnet specific activity
Collect credit information
Obtain billing information
Create summary bills
Establish input and output requirements
Create and distribute USW and Pathnet contact lists
Identify client hours and holidays

(A)2. DEFINITIONS

(A)2.1 "Access Service Request" or "ASR" means the industry standard forms and supporting documentation used for ordering Access Services and some local interconnection service, including, Local Interconnection Service.

(A)2.2 "Access Services" refers to the Tariffed (or contracted) interstate and/or intrastate switched access and/or private line transport services offered for the origination and/or termination of interexchange traffic, including phone to phone voice interexchange traffic that is transmitted over a carrier's packet switched network using protocols such as TCP/IP (see each Party's appropriate state and interstate access Tariffs).

(A)2.3 "Act" means the Communications Act of 1934 (47 U.S.C. 151 et. seq.), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or a Commission within its state of jurisdiction.

(A)2.4 "Automatic Number Identification" or "ANI" means a Feature Group D signaling parameter which refers to the number transmitted through a network identifying the billing number of the calling party.

(A)2.5 "Basic Exchange Features" are optional end user switched services that include, but are not necessarily limited to: Automatic Call Back; Call Trace;

Caller ID and Related Blocking Features; Distinctive Ringing/Call Waiting; Selective Call Forward; and Selective Call Rejection.

(A)2.6 "Basic Exchange Telecommunications Service" means a service offered to end users which provides the end user with a telephonic connection to, and a unique local telephone number address on, the public switched telecommunications network, and which enables such end user to generally place calls to, or receive calls from, other stations on the public switched telecommunications network. Basic residence and business line services are Basic Exchange Telecommunications Services. As used solely in the context of this statement and unless otherwise agreed, Basic Exchange Telecommunications Service includes access to ancillary services such as 911, directory assistance and operator services.

(A)2.7 "Bona Fide Request" or "BFR" means a request for a new interconnection or unbundled element not already available in this Agreement for the provision of local telecommunications services.

(A)2.8 Busy Line Verify/Busy Line Interrupt or "BLV/BLI Traffic" means an operator service call in which the caller inquires as to the busy status of or requests an interruption of a call on another end user's Basic Exchange Telecommunications Service line.

(A)2.9 "Calling Party Number" or "CPN" is a Common Channel Signaling ("CCS") parameter which refers to the number transmitted through a network identifying the calling party. Reference Technical Pub. 77342.

(A)2.10 "Central Office Switch" means a switch used to provide Telecommunications Services, including, but not limited to:

(A)2.10.1 "End Office Switches" which are used to terminate end user station loops for the purpose of interconnecting to each other and to trunks for the exchange of Exchange Service (EAS/Local), Exchange Access (IntraLATA Toll) and Interexchange Access; and

(A)2.10.2 "Tandem Office Switches" which are used to connect and switch trunk circuits between and among other Central Office Switches. Access tandems provide connections for the exchange of Exchange Access (IntraLATA Toll) and Jointly Provided Switched Access (InterLATA and IntraLATA presubscribed/dial around) traffic while local tandems provide connections for Exchange Service (EAS/Local) traffic.

(A)2.11 "Collocation" is an arrangement where space is provided in a USW Central Office for the placement of Pathnet's transmission equipment to be used for the purpose of Interconnection with USW. USW offers four Collocation arrangements: Virtual Collocation, Physical Collocation (including Shared), Cageless Physical Collocation and Interconnection Distribution Frame (ICDF) Collocation.

(A)2.12 "Commission" means the state regulatory agency with lawful jurisdiction over telecommunications.

(A)2.13 "Common Channel Signaling" or "CCS" means a method of digitally transmitting call set-up and network control data over a special signaling network fully separate from the public voice switched network elements that carry the actual call.

(A)2.14 "Co-Provider" means an entity authorized to provide Local Exchange Service that does not otherwise qualify as an incumbent Local Exchange Carrier ("LEC").

(A)2.15 "Digital Signal Level 0" or "DS0" is the 64 Kbps North American standard speed for digitizing one voice conversation using pulse code modulation. There are 24 DS0 channels in a DS1.

(A)2.16 "Digital Signal Level 1" or "DS1" means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing.

(A)2.17 "Digital Signal Level 3" or "DS3" means the 44.736 Mbps third-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing.

(A)2.17a "Exchange Access" is the offering of access to telephone exchange services or facilities for the purpose of the origination or termination of telephone intraLATA toll services without involvement of either an IXC or Feature Group D.

(A)2.18 "Exchange Message Record" or "EMR" is the standard used for exchange of telecommunications message information between telecommunications providers for billable, non-billable, sample, settlement and study data. EMR format is contained in BR-010-200-010 CRIS Exchange Message Record, a Bellcore document that defines industry standards for exchange message records.

(A)2.19 "Extended Area Service (EAS)/Local Traffic" (Exchange Service) means traffic that is originated by an end user of one Party and terminates to an end user of the other Party as defined in accordance with USW's then current EAS/local serving areas, as determined by the Commission.

(A)2.20 "Hub" denotes a USW-designated Wire Center, other than the USW Serving Wire Center of Pathnet's POI, at which multiplexing is performed.

(A)2.21 "Integrated Digital Loop Carrier" means a subscriber loop carrier system, which integrates with or within the switch at a DS1 level (twenty-four (24) Local Loop Transmission paths combined into a 1.544 Mbps digital signal).

(A)2.22 "Interconnect & Resale Resource Guide" is a USW document that provides essential information needed to request services available under this Agreement. It is available on USW's Web site.

(A)2.23 "Interconnection" is described in the Act and in subsequent rulings by the FCC as "the linking of two networks for the mutual exchange of traffic."

(A)2.24 "Interexchange Carrier" or "IXC" means a carrier that provides interLATA or IntraLATA presubscribed/dial around switched access and/or special access services.

(A)2.25 "IntraLATA Toll" is defined in accordance with USW's current intraLATA toll serving areas, as defined by the Commission.

(A)2.26 "Local Exchange Carrier" or "LEC" means any person that is engaged in the provision of telephone exchange service (EAS/Local) or exchange access. Such term does not include a person insofar as such person is engaged in the provision of a commercial mobile service under Section 332(c) of the Act, except to the extent that the FCC finds that such service should be included in the definition of such term.

(A)2.27 "Local Loop Transmission" or "Loop" means the entire transmission path which extends from the network interface device or demarcation point at an end user's premises to the Main Distribution Frame or other designated frame or panel in a Party's Wire Center which serves the end user.

(A)2.28 "Local Service Request" or "LSR" means the industry standard forms and supporting documentation used for ordering some local services.

(A)2.29 "Main Distribution Frame" or "MDF" means a USW distribution frame used to interconnect cable pairs and line and trunk equipment terminals on a switching system.

(A)2.30 "MECAB" refers to the Multiple Exchange Carrier Access Billing (MECAB) document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), that functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions. The MECAB document, published by Bellcore as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an Access Service.

(A)2.31 "MECOD" refers to the Multiple Exchange Carriers Ordering and Design (MECOD) Guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), that functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions. The MECOD document, published by Bellcore as Special Report SR STS-002643, establishes recommended guidelines for processing orders for Access Service. It is published by Bellcore as SRBDS 00983.

(A)2.32 "Meet-Point Billing" or "MPB" refers to an arrangement whereby two LECs (including a LEC and Co-Provider) jointly provide Switched Access Service to an Interexchange Carrier, with each LEC (or Co-Provider) receiving an appropriate share of the revenues as defined by their effective access Tariffs.

(A)2.33 "Mid-Span Meet" is a Point of Interconnection between two networks, designated by two Telecommunications Carriers, at which one carrier's responsibility for service begins and the other carrier's responsibility ends.

(A)2.34 "North American Numbering Plan" or "NANP" means the numbering plan used in the United States that also serves Canada, Bermuda, Puerto Rico, Guam, the Commonwealth of the Marianna Islands and certain Caribbean Islands. The NANP format is a 10-digit number that consists of a 3-digit NPA code (commonly referred to as the area code), followed by a 3-digit NXX code and 4-digit line number.

(A)2.35 "NXX" means the fourth, fifth and sixth digits of a ten-digit telephone number.

(A)2.36 "Party" means either USW or Pathnet and "Parties" mean USW and Pathnet.

(A)2.37 "Point of Interface", "Point of Interconnection", or "POI" is a point of demarcation where the exchange of traffic between two LECs (including a LEC and a Co-Provider) takes place.

(A)2.38 "Port" means an access point on a central office switch but does not include switch features.

(A)2.39 "Rate Center" means the specific geographic point and its corresponding geographic area, (associated with one or more specific NPA-NXX codes and various Wire Centers), being used for billing and measuring Basic Exchange Telecommunications Service. For example, a Rate Center will normally include several Wire Centers within its geographic area, with each Wire Center having one or more NPA-NXXs.

(A)2.40 "Rate Center Area" is the geographic area within which basic exchange services are provided for NPA-NXX designations associated with a particular Rate Center.

(A)2.41 "Reseller" is a category of local exchange service provider that obtains dial tone and associated Telecommunications Services from another provider through the purchase of finished services for resale to its end users.

(A)2.42 "Service Control Point" or "SCP" means a signaling end point that acts as a database to provide information to another signaling end point (i.e., Service Switching Point or another SCP) for processing or routing certain types of network calls. A query/response mechanism is typically used in communicating with a SCP.

(A)2.43 "Signaling Transfer Point" or "STP" means a signaling point that performs message routing functions and provides information for the routing of messages between signaling end points. A STP transmits, receives and processes Common Channel Signaling ("CCS") messages.

(A)2.44 "Switched Access Service" means the offering of transmission and switching services to Interexchange Carriers for the purpose of the origination or termination of telephone toll service. Switched Access Services include: Feature Group A, Feature Group B, Feature Group D, 8XX access, and 900 access and their successors or similar Switched Access services. Switched Access traffic, as specifically defined in USW's state and interstate Switched Access Tariffs, is traffic that originates at one of the Party's end users and terminates at an IXC point of presence, or originates at an IXC point of presence and terminates at one of the Party's end users, whether or not the traffic transits the other Party's network.

(A)2.44a "Special Access Service" means the offering of transmission and/or switching services to Telecommunications Carriers for the purpose of origination or termination of interexchange telecommunications traffic.

(A)2.45 "Tariff" as used throughout this Agreement refers to USW interstate Tariffs and state Tariffs, price lists, price schedules and catalogs.

(A)2.46 "Telecommunications Carrier" means any provider of Telecommunications Services, except that such term does not include aggregators of Telecommunications Services (as defined in Section 226 of the Act). A Telecommunications Carrier shall be treated as a common carrier under the Act only to the extent that it is engaged in providing Telecommunications Services, except that the Federal Communications Commission shall determine whether the provision of fixed and mobile satellite service shall be treated as common carriage.

(A)2.47 "Telecommunications Services" means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

(A)2.48 "Wire Center" denotes a building or space within a building, that serves as an aggregation point on a given carrier's network, where transmission facilities are connected or switched. Wire Center can also denote a building where one or more Central Offices, used for the provision of Basic Exchange Telecommunications Services and Access Services, are located. However, for purposes of Collocation service, Wire Center shall mean those points eligible for such connections as specified in the FCC Docket No. 91-141, and rules adopted pursuant thereto.

(A)2.49 Terms not otherwise defined here, but defined in the Act shall have the meaning defined there. Where a term is defined in the regulations implementing the Act but not in this Agreement, the Parties do not necessarily intend to adopt the definition as set forth in said regulations.

(A)3. TERMS AND CONDITIONS

(A)3.1 General Provisions

(A)3.1.1 Each Party shall use its best efforts to comply with the Implementation Schedule provisions that will be mutually agreed upon by the Parties.

(A)3.1.2 The Parties are each solely responsible for participation in and compliance with national network plans, including the National Network Security Plan and the Emergency Preparedness Plan.

(A)3.1.3 Neither Party shall use any service related to or use any of the services provided in this Agreement in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other carriers or to either Party's end users, and each Party may discontinue or refuse service if the other Party violates this provision. Upon such violation, either Party shall provide the other Party notice of such violation at the earliest practicable time.

(A)3.1.4 Each Party is solely responsible for the services it provides to its end users and to other Telecommunications Carriers.

(A)3.1.5 The Parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement.

(A)3.1.6 Nothing in this Agreement shall prevent either Party from seeking to recover the costs and expenses, if any, it may incur in (a) complying with and implementing its obligations under this Agreement, the Act, and the rules, regulations and orders of the FCC and the Commission, and (b) the development, modification, technical installation and maintenance of any systems or other infrastructure which it requires to comply with and to continue complying with its responsibilities and obligations under this Agreement.

(A)3.2 Term of Agreement

This Agreement shall become effective upon Commission approval, pursuant to Sections 251 and 252 of the Act, shall terminate on February 15, 2002, and shall be binding upon the Parties during that term. After the date specified above, this Agreement shall continue in force and effect until terminated by either Party's providing written notice of termination to the other Party at least ninety (90) days in advance of the specified date of termination. In the event of such termination, existing or pending service arrangements made available under this Agreement shall continue in total without interruption under either a) a new or adoption

agreement executed by the Parties, or b) tariff terms and conditions generally available to all Co-Providers and resellers.

(A)3.2.1 If the Parties are unable to negotiate a new agreement following provision of the ninety (90) day notice of termination, the window of opportunity to file for arbitration to resolve outstanding contractual issues in accordance with the Act will end on the termination date specified in the notice and an arbitration petition will have to be filed.

(A)3.2.2 If the Parties are able to reach agreement, this Agreement shall continue for the brief period of time needed to secure the Commission's approval of an adoption or a new interconnection/resale agreement. In the case of Section (A)3.2.1, this Agreement will expire on the termination date specified in the ninety (90) day notice referenced above unless a petition for arbitration has been filed, but if such a petition has been filed then this Agreement shall continue for the brief period necessary for the Commission to act and resolve the disputed issues so that the Parties will have an effective interconnection/resale agreement.

(A)3.3 Proof of Authorization

Where so indicated in specific sections of this Agreement, each Party shall be responsible for obtaining and having in its possession Proof of Authorization ("POA"). POA shall consist of documentation of the end user's selection. Such selection may be obtained in the following ways:

(A)3.3.1 The end user's written Letter of Authorization.

(A)3.3.2 The end user's electronic authorization by use of an 8XX number.

(A)3.3.3 The end user's oral authorization verified by an independent third party (with third party verification as POA).

(A)3.3.4 A prepaid returnable postcard supplied by the new local service provider which has been signed and returned by end user. The new local service provider will wait fourteen (14) calendar days after mailing the postcard before placing an order to change.

The Parties shall make POAs available to each other upon request. A charge of $100.00 ("slamming charge") will be assessed if the POA cannot be provided supporting the change in service provider. If there is a conflict between the end user designation and the other Party's written evidence of its authority, the Parties shall honor the designation of the end user and change the end user back to the previous service provider.

(A)3.4 Payment

(A)3.4.1 Amounts payable under this Agreement are due and payable within thirty (30) calendar days after the date of invoice.

(A)3.4.2 Should Pathnet dispute, in good faith, any portion of the monthly billing under this Agreement, Pathnet will notify USW in writing within thirty (30) calendar days of the receipt of such billing, identifying the amount, reason and rationale of such dispute. Pathnet shall pay all amounts due. Both Pathnet and USW agree to expedite the investigation of any disputed amounts in an effort to resolve and settle the dispute prior to initiating any other rights or remedies. Should the dispute be resolved in Pathnet's favor and the resolved amount did not appear as a credit on Pathnet's next invoice from USW, USW will reimburse Pathnet the resolved amount plus interest from the date of payment. The amount of interest will be calculated using the late payment factor that would have applied to such amount had it not been paid on time. Similarly, in the event Pathnet withholds payment for a disputed charge, and upon resolution of the matter it is determined that such payments should have been made to USW, USW is entitled to collect interest on the withheld amount, subject to the above provisions.

Should USW dispute, in good faith, any portion of the monthly billing under this Agreement, USW will notify Pathnet in writing within thirty (30) calendar days of the receipt of such billing, identifying the amount, reason and rationale of such dispute. USW shall pay all amounts due. Both Pathnet and USW agree to expedite the investigation of any disputed amounts in an effort to resolve and settle the dispute prior to initiating any other rights or remedies. Should the dispute be resolved in USW's favor and the resolved amount did not appear as a credit on USW's next invoice from Pathnet, Pathnet will reimburse USW the resolved amount plus interest from the date of payment. The amount of interest will be calculated using the late payment factor that would have applied to such amount had it not been paid on time. Similarly, in the event USW withholds payment for a disputed charge, and upon resolution of the matter it is determined that such payments should have been made to Pathnet, Pathnet is entitled to collect interest on the withheld amount, subject to the above provisions.

(A)3.4.3 USW will determine Pathnet's credit status based on previous payment history with USW or credit reports such as Dun and Bradstreet. If Pathnet has not established satisfactory credit with USW or if Pathnet is repeatedly delinquent in making its payments, USW may require a deposit to be held as security for the payment of charges. "Repeatedly delinquent" means being thirty (30) calendar days or more delinquent for three (3)

consecutive months. The deposit may not exceed the estimated total monthly charges for a two (2) month period. The deposit may be a surety bond, a letter of credit with terms and conditions acceptable to USW or some other form of mutually acceptable security such as a cash deposit. Required deposits are due and payable within ten (10) calendar days after demand in accordance with Commission requirements.

(A)3.4.4 Interest will be paid on cash deposits at the rate applying to deposits under applicable Commission rules, regulations, or Tariffs. Cash deposits and accrued interest will be credited to Pathnet's account or refunded, as appropriate, upon the earlier of the termination of this Agreement or the establishment of satisfactory credit with USW, which will generally be one full year of timely payments in full by Pathnet. The fact that a deposit has been made does not relieve Pathnet from any requirements of this Agreement.

(A)3.4.5 USW may review Pathnet's credit standing and modify the amount of deposit required.

(A)3.4.6 The late payment charge for amounts that are billed under this Agreement shall be in accordance with Commission requirements.

(A)3.5 Taxes

Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Until such time as a resale tax exemption certificate is provided, no exemptions will be applied.

(A)3.6 Insurance

Pathnet shall at all times during the term of this Agreement, at its own cost and expense, carry and maintain the insurance coverage listed below with insurers having a "Best's" rating of B+XIII.

(A)3.6.1 Workers' Compensation with statutory limits as required in the state of operation; and Employers' Liability insurance with limits of not less than $100,000 each accident.

(A)3.6.2 Commercial General Liability insurance covering claims for bodily injury, death, personal injury or property damage occurring or arising out of the use or occupancy of the premises, including coverage for independent contractor's protection (required if any work will be subcontracted), premises-operations, products and/or completed operations and contractual liability with respect to the liability assumed by Pathnet hereunder. The limits of insurance shall not be less than $1,000,000 each occurrence and $2,000,000 general aggregate limit.

(A)3.6.3 Comprehensive automobile liability insurance covering the ownership, operation and maintenance of all owned, non-owned and hired motor vehicles with limits of not less than $1,000,000 per occurrence for bodily injury and property damage.

(A)3.6.4 Umbrella/Excess Liability insurance in an amount of $10,000,000 excess of Commercial General Liability insurance specified above. These limits may be obtained through any combination of primary and excess or umbrella liability insurance so long as the total limit is $11,000,000.

(A)3.6.5 "All Risk" Property coverage on a full replacement cost basis insuring all of Pathnet personal property situated on or within the premises. Pathnet may elect to purchase business interruption and contingent business interruption insurance. USW has no liability for loss of profit or revenues should an interruption of service occur.

(A)3.6.6 Pathnet and USW each waive any and all rights of recovery against the other, or against the officers, employees, agents, representatives or the other, or other tenants for loss or damage to such waiving Party arising from any cause covered by any property insurance required to be carried by such Party. Each Party shall give notice to insurance carrier(s) that the mutual waiver of subrogation is contained in this Agreement.

(A)3.6.7 Upon the execution hereof, Pathnet shall provide certificate(s) of insurance evidencing coverage, and annually thereafter within ten (10) calendar days of renewal of any coverage maintained pursuant to this Section. Such certificates shall; (1) name USW as an additional insured under commercial general liability coverage as respects USW's interests; (2) provide USW thirty (30) calendar days prior written notice of cancellation of, material change or exclusions in the policy(s) to which certificate(s) relate; (3) indicate that coverage is primary and not excess of, or contributory with, any other valid and collectible insurance purchased by USW; and (4) policy(s) provide severability of interest/cross liability coverage.

(A)3.7 Force Majeure

Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (collectively, a "Force Majeure Event"). The Party affected by a Force Majeure Event shall give prompt notice to the other Party, shall be excused from performance of its obligations hereunder on a day to day basis to the extent those obligations are prevented by the Force Majeure Event, and shall use reasonable efforts to remove or mitigate the Force Majeure Event. In the event of a labor dispute or strike the Parties agree to provide service to each other at a level equivalent to the level they provide themselves.

(A)3.8 Limitation of Liability

(A)3.8.1 Each Party shall be liable to the other for direct damages for any loss, defect or equipment failure resulting from the causing Party's conduct or the conduct of its agents or contractors in performing the obligations contained in this Agreement.

(A)3.8.2 Neither Party shall be liable to the other for indirect, incidental, consequential, or special damages, including (without limitation) damages for lost profits, lost revenues, lost savings suffered by the other Party regardless of the form of action, whether in contract, warranty, strict liability, tort, including (without limitation) negligence of any kind and regardless of whether the Parties know the possibility that such damages could result.

(A)3.8.3 Except for indemnity obligations, each Party's liability to the other Party for any loss relating to or arising out of any act or omission in its performance of this Agreement, whether in contract or in tort, shall be limited to the total amount that is or would have been charged to the other Party by such breaching Party for the service(s) or function(s) not performed or improperly performed.

(A)3.8.4 Nothing contained in this Section shall limit either Party's liability to the other for intentional, malicious misconduct.

(A)3.8.5 Nothing contained in this Section shall limit either Party's obligations of indemnification as specified in the Indemnity Section of this Agreement.

(A)3.8.6 Neither Party shall be liable to the other under any theory including indemnity on account of such Party's failure or neglect to

have or maintain a system or systems that are Year 2000 compliant. As the Parties approach the Year 2000, date information associated with any interfaces between the Parties is expected to remain as it is. Any changes in the interface format associated with date information will be negotiated and agreed to by the Parties prior to any changes.

(A)3.9 Indemnity

(A)3.9.1 With respect to third party claims, the Parties agree to indemnify each other as follows:

(A)3.9.1.1 Except for claims made by end users of one Party against the other Party, which claims are based on defective or faulty services provided by the other Party to the one Party, each of the Parties agrees to release, indemnify, defend and hold harmless the other Party and each of its officers, directors, employees and agents (each an "Indemnitee") from and against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, known or unknown, liquidated or unliquidated including, but not limited to, costs and attorneys' fees, whether suffered, made, instituted, or asserted by any other party or person, for invasion of privacy, personal injury to or death of any person or persons, or for loss, damage to, or destruction of property, whether or not owned by others, resulting from the indemnifying Party's performance, breach of applicable law, or status of its employees, agents and subcontractors; or for failure to perform under this Agreement, regardless of the form of action.

(A)3.9.1.2 Where the third party claim is made by (or through) an end user of one Party against the other Party, which claim is based on defective or faulty services provided by the other Party to the one Party then there shall be no obligation of indemnity unless the act or omission giving rise to the defective or faulty services is shown to be intentional, malicious misconduct of the other Party.

(A)3.9.1.3 If the claim is made by (or through) an end user and where a claim is in the nature of a claim for invasion of privacy, liable, slander, or other claim based on the content of a transmission, and it is made against a Party who is not the immediate provider of the Telecommunications Service to the end user (the indemnified provider), then in the absence of fault or

neglect on the part of the indemnified provider, the Party who is the immediate seller of such Telecommunications Service shall indemnify, defend and hold harmless the indemnified provider from such claim.

(A)3.9.2 The indemnification provided herein shall be conditioned upon:

(A)3.9.2.1 The indemnified Party shall promptly notify the indemnifying Party of any action taken against the indemnified Party relating to the indemnification. Failure to so notify the indemnifying Party shall not relieve the indemnifying Party of any liability that the indemnifying Party might have, except to the extent that such failure prejudices the indemnifying Party's ability to defend such claim.

(A)3.9.2.2 The indemnifying Party shall have sole authority to defend any such action, including the selection of legal counsel, and the indemnified Party may engage separate legal counsel only at its sole cost and expense.

(A)3.9.2.3 In no event shall the indemnifying Party settle or consent to any judgment pertaining to any such action without the prior written consent of the indemnified Party.

(A)3.10 Intellectual Property

(A)3.10.1 Each Party hereby grants to the other Party the limited, personal and nonexclusive right and license to use its patents, copyrights and trade secrets but only to the extent necessary to implement this Agreement or specifically required by the then applicable federal and state rules and regulations relating to Interconnection and access to telecommunications facilities and services, and for no other purposes. Nothing in this Agreement shall be construed as the grant to the other Party of any rights or licenses to trademarks.

(A)3.10.2 The rights and licenses above are granted "AS IS" and the other Party's exercise of any such right and license shall be at the sole and exclusive risk of the other Party. Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other based on or arising from any claim, demand, or proceeding (hereinafter "claim") by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision of any facilities by either Party

under this Agreement constitutes infringement, or misuse or misappropriation of any patent, copyright, trade secret, or any other proprietary or intellectual property right of any third party.

(A)3.10.3 As a condition to the access or use of patents, copyrights, trade secrets and other intellectual property (including software) owned or controlled by a third party to the extent necessary to implement this Agreement or specifically required by the then applicable federal and state rules and regulations relating to Interconnection and access to telecommunications facilities and services, the Party providing access may require the other, upon written notice, from time to time, to obtain a license or permission for such access or use, make all payments in connection with obtaining such license, and provide evidence of such license.

(A)3.10.4 Except as expressly provided in this Intellectual Property Section, nothing in this Agreement shall be construed as the grant of a license, either express or implied, with respect to any patent, copyright, logo, trademark, tradename, trade secret or any other intellectual property right now or hereafter owned, controlled or licensable by either Party. Neither Party may use any patent, copyright, logo, trademark, tradename, trade secret or other intellectual property rights of the other Party or its affiliates without execution of a separate agreement between the Parties.

(A)3.10.5 Neither Party shall without the express written permission of the other Party, state or imply that: 1) it is connected, or in any way affiliated with the other or its affiliates, 2) it is part of a joint business association or any similar arrangement with the other or its affiliates, 3) the other Party and its affiliates are in any way sponsoring, endorsing or certifying it and its goods and services, or 4) with respect to its advertising or promotional activities or materials, that the resold goods and services are in any way associated with or originated from the other or any of its affiliates. Nothing in this paragraph shall prevent either Party from truthfully describing the network elements it uses to provide service to its end users, provided it does not represent the network elements as originating from the other Party or its affiliates.

(A)3.10.6 For purposes of resale only and notwithstanding the above, unless otherwise prohibited by USW pursuant to an applicable provision herein, Pathnet may use the phrase "Pathnet is a Reseller of U S WEST Communications services" (the "Authorized Phrase") in Pathnet's printed materials provided:

(A)3.10.6.1 The Authorized Phrase is not used in connection with any goods or services other than USW services resold by Pathnet.

(A)3.10.6.2 Pathnet's use of the Authorized Phrase does not cause end users to believe that Pathnet is USW.

(A)3.10.6.3 The Authorized Phrase, when displayed, appears only in text form (Pathnet may not use the U S WEST logo) with all letters being the same font and point size. The point size of the Authorized Phrase shall be no greater than one fourth the point size of the smallest use of Pathnet's name and in no event shall exceed 8 point size.

(A)3.10.6.4 Pathnet shall provide all printed materials using the Authorized Phrase to USW for its prior written approval.

(A)3.10.6.5 If USW determines that Pathnet's use of the Authorized Phrase causes end user confusion, USW may immediately terminate Pathnet's right to use the Authorized Phrase.

(A)3.10.6.6 Upon termination of Pathnet's right to use the Authorized Phrase or termination of this Agreement, all permission or right to use the Authorized Phrase shall immediately cease to exist and Pathnet shall immediately cease any and all such use of the Authorized Phrase. Pathnet shall either promptly return to USW or destroy all materials in its possession or control displaying the Authorized Phrase.

(A)3.10.7 Pathnet acknowledges the value of the marks "U S WEST" and "U S WEST Communications" (the "Marks") and the goodwill associated therewith and acknowledges that such goodwill is a property right belonging to U S WEST, Inc. and USW respectively (the "Owners"). Pathnet recognizes that nothing contained in this Agreement is intended as an assignment or grant to Pathnet of any right, title or interest in or to the Marks and that this Agreement does not confer any right or license to grant sublicenses or permission to third parties to use the Marks and is not assignable. Pathnet will do nothing inconsistent with the Owner's ownership of the Marks, and all rights, if any, that may be acquired by use of the Marks shall inure to the benefit of the Owners. Pathnet will not adopt, use (other than as authorized herein), register or seek to register any mark anywhere in the world which is identical or confusingly similar to the Marks or which is so similar thereto as to constitute a deceptive colorable imitation thereof or to suggest or imply some association, sponsorship, or endorsement by the Owners. The Owners make no warranties regarding ownership of any rights in or the validity of the Marks.

(A)3.11 Warranties

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

(A)3.12 Assignment

(A)3.12.1 Neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may assign or transfer this Agreement to a corporate affiliate or an entity under its common control; however, if Pathnet's assignee or transferee has an Interconnection agreement with USW, no assignment or transfer of this Agreement shall be effective without the prior written consent of USW. Such consent shall include appropriate resolutions of conflicts and discrepancies between the assignee's or transferee's Interconnection agreement and this Agreement. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

(A)3.12.2 Without limiting the generality of the foregoing subsection, any merger, dissolution, consolidation or other reorganization of Pathnet, or any sale, transfer, pledge or other disposition by Pathnet of securities representing more than 50% of the securities entitled to vote in an election of Pathnet's board of directors or other similar governing body, or any sale, transfer, pledge or other disposition by Pathnet of substantially all of its assets, shall be deemed a transfer of control. If any entity, other than Pathnet, involved in such merger, dissolution, consolidation, reorganization, sale, transfer, pledge or other disposition of Pathnet has an interconnection agreement with USW, the Parties agree that only one agreement, either this Agreement or the interconnection agreement of the other entity, will remain valid. All other interconnection agreements will be terminated. The Parties agree to work together to determine which interconnection agreement should remain valid and which should terminate. In the event the Parties cannot reach agreement on this issue, the issue shall be resolved through the Dispute Resolution process contained in this Agreement.

(A)3.13 Default

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

(A)3.14 Disclaimer of Agency

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

(A)3.15 Nondisclosure

(A)3.15.1 All information, including but not limited to specifications, microfilm, photocopies, magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data, (i) furnished by one Party to the other Party dealing with end user specific, facility specific, or usage specific information, other than end user information communicated for the purpose of providing directory assistance or publication of directory database, or (ii) in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary", or (iii) communicated and declared to the receiving Party at the time of delivery, or by written notice given to the receiving Party within ten (10) calendar days after delivery, to be "Confidential" or "Proprietary" (collectively referred to as "Proprietary Information"), shall remain the property of the disclosing Party. A Party who receives Proprietary Information via an oral communication may request written confirmation that the material is Proprietary Information. A Party who delivers Proprietary Information via an oral communication may request written confirmation that the Party receiving the information understands that the material is Proprietary Information.

(A)3.15.2 Upon request by the disclosing Party, the receiving Party shall return all tangible copies of Proprietary Information, whether written,

graphic or otherwise, except that the receiving Party may retain one copy for archival purposes.

(A)3.15.3 Each Party shall keep all of the other Party's Proprietary Information confidential and shall use the other Party's Proprietary Information only in connection with this Agreement. Neither Party shall use the other Party's Proprietary Information for any other purpose except upon such terms and conditions as may be agreed upon between the Parties in writing.

(A)3.15.4 Unless otherwise agreed, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such Proprietary Information as:

(A)3.15.4.1 was at the time of receipt already known to the receiving Party free of any obligation to keep it confidential evidenced by written records prepared prior to delivery by the disclosing Party; or

(A)3.15.4.2 is or becomes publicly known through no wrongful act of the receiving Party; or

(A)3.15.4.3 is rightfully received from a third person having no direct or indirect secrecy or confidentiality obligation to the disclosing Party with respect to such information; or

(A)3.15.4.4 is independently developed by an employee, agent, or contractor of the receiving Party which individual is not involved in any manner with the provision of services pursuant to the Agreement and does not have any direct or indirect access to the Proprietary Information; or

(A)3.15.4.5 is disclosed to a third person by the disclosing Party without similar restrictions on such third person's rights; or

(A)3.15.4.6 is approved for release by written authorization of the disclosing Party; or

(A)3.15.4.7 is required to be made public by the receiving Party pursuant to applicable law or regulation provided that the receiving Party shall give sufficient notice of the requirement to the disclosing Party to enable the disclosing Party to seek protective orders.

(A)3.15.5 Nothing herein is intended to prohibit a Party from supplying factual information about its network and Telecommunications Services on

or connected to its network to regulatory agencies including the Federal Communications Commission and the Commission so long as any confidential obligation is protected.

(A)3.15.6 Effective Date Of This Section. Notwithstanding any other provision of this Agreement, the Proprietary Information provisions of this Agreement shall apply to all information furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the date of this Agreement.

(A)3.16 Survival

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

(A)3.17 Dispute Resolution

(A)3.17.1 If any claim, controversy or dispute between the Parties, their agents, employees, officers, directors or affiliated agents should arise, and the Parties do not resolve it in the ordinary course of their dealings (the "Dispute"), then it shall be resolved in accordance with the dispute resolution process set forth in this Section. Each notice of default, unless cured within the applicable cure period, shall be resolved in accordance herewith.

(A)3.17.2 At the written request of either Party, and prior to any other formal dispute resolution proceedings, each Party shall designate an officer-level employee, at no less than the vice president level, to review, meet, and negotiate, in good faith, to resolve the Dispute. The Parties intend that these negotiations be conducted by non-lawyer, business representatives, and the locations, format, frequency, duration, and conclusions of these discussions shall be at the discretion of the representatives. By mutual agreement, the representatives may use other procedures, such as mediation, to assist in these negotiations. The discussions and correspondence among the representatives for the purposes of these negotiations shall be treated as Confidential Information developed for purposes of settlement, and shall be exempt from discovery and production, and shall not be admissible in any subsequent arbitration or other proceedings without the concurrence of both of the Parties.

(A)3.17.3 If the vice-presidential level representatives have not reached a resolution of the Dispute within thirty (30) calendar days after the matter is referred to them, then either Party may demand that the Dispute be settled by arbitration. Such an arbitration proceeding

shall be conducted by a single arbitrator, knowledgeable about the telecommunications industry. The arbitration proceedings shall be conducted under the then current rules of the American Arbitration Association ("AAA"). The Federal Arbitration Act, 9 U.S.C. Sections 1-16, not state law, shall govern the arbitrability of the Dispute. The arbitrator shall not have authority to award punitive damages. All expedited procedures prescribed by the AAA rules shall apply. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. Each Party shall bear its own costs and attorneys' fees, and shall share equally in the fees and expenses of the arbitrator. The arbitration proceedings shall occur in the state where the dispute occurs in a mutually agreed upon city. It is acknowledged that the Parties, by mutual, written agreement, may change any of these arbitration practices for a particular, some, or all Dispute(s).

(A)3.17.4 Should it become necessary to resort to court proceedings to enforce a Party's compliance with the dispute resolution process set forth herein, and the court directs or otherwise requires compliance herewith, then all of the costs and expenses, including its reasonable attorney fees, incurred by the Party requesting such enforcement shall be reimbursed by the non-complying Party to the requesting Party.

(A)3.17.5 Nothing in this Section is intended to divest or limit the jurisdiction and authority of the Commission or the Federal Communications Commission as provided by state or federal law.

(A)3.17.6 No Dispute, regardless of the form of action, arising out of this Agreement, may be brought by either Party more than two (2) years after the cause of action accrues.

(A)3.18 Controlling Law

This Agreement was negotiated by the Parties in accordance with the terms of the Act and the laws of the state of South Dakota. It shall be interpreted solely in accordance with the terms of the Act and South Dakota law is the governing law.

(A)3.19 Joint Work Product

This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

(A)3.20 Responsibility for Environmental Contamination

Neither Party shall be liable to the other for any costs whatsoever resulting from the presence or release of any environmental hazard that either Party did not

introduce to the affected work location. Both Parties shall defend and hold harmless the other, its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from (i) any environmental hazard that the indemnifying Party, its contractors or agents introduce to the work locations or (ii) the presence or release of any environmental hazard for which the indemnifying Party is responsible under applicable law.

(A)3.21 Notices

Any notices required by or concerning this Agreement shall be sent to the Parties at the addresses shown below:

USW
Director - Interconnection Compliance
1801 California Street, Suite 2410
Denver, CO 80202

With copy to:
U S WEST Law Department
Attention: General Counsel, Interconnection
1801 California Street, Suite 4900
Denver, CO 80202

Pathnet
General Counsel
1015 31st Street NW, Suite 500
Washington, DC 20007

With copy to:
Vice President
Access Policy and Planning
1015 31st Street NW, Suite 500
Washington, DC 20007

Each Party shall inform the other of any changes in the above addresses.

(A)3.22 Responsibility of Each Party

Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of all employees assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Each Party will be solely responsible for proper handling, storage, transport and disposal at its own expense of all (i) substances or materials that it

or its contractors or agents bring to, create or assume control over at work locations or, (ii) waste resulting therefrom or otherwise generated in connection with its or its contractors' or agents' activities at the work locations. Subject to the limitations on liability and except as otherwise provided in this Agreement, each Party shall be responsible for (i) its own acts and performance of all obligations imposed by applicable law in connection with its activities, legal status and property, real or personal and, (ii) the acts of its own affiliates, employees, agents and contractors during the performance of that Party's obligations hereunder.

(A)3.23 No Third Party Beneficiaries

This Agreement does not provide and shall not be construed to provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other privilege.

(A)3.24 Referenced Documents

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

(A)3.25 Publicity

Neither Party shall publish or use any publicity materials with respect to the execution and delivery or existence of this Agreement without the prior written approval of the other Party.

(A)3.26 Amendment

Pathnet and USW may mutually agree to amend this Agreement in writing. Since it is possible that amendments to this Agreement may be needed to fully satisfy the purposes and objectives of this Agreement, the Parties agree to work cooperatively, promptly and in good faith to negotiate and implement any such additions, changes and corrections to this Agreement.

(A)3.27 Executed in Counterparts

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

(A)3.28 Headings of No Force or Effect

The headings of Sections of this Agreement are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.

(A)3.29 Regulatory Approval

The Parties understand and agree that this Agreement will be filed with the Commission for approval. In the event the Commission rejects any portion of this Agreement, renders it inoperable or creates an ambiguity that requires further amendment, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification.

(A)3.30 Compliance

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

(A)3.31 Compliance with the Communications Assistance Law Enforcement Act of 1994 ("CALEA")

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

(A)3.32 Cooperation

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

PART B – RESALE

(B)1. Description

(B)1.1 USW Basic Exchange Telecommunications Service, Basic Exchange Features, and IntraLATA Toll originating from USW exchanges will be available for resale from USW pursuant to the Act and will include terms and conditions (except prices) in USW Tariffs, where applicable. Where 1+ IntraLATA toll presubscription is not available, USW will provide IntraLATA Toll service to Pathnet for resale. In states where 1+ IntraLATA Toll presubscription is available Pathnet has the option to arrange for another provider.

(B)1.2 This Section addresses the provision of certain USW services to Pathnet for resale by Pathnet. Should USW wish to obtain similar services from Pathnet for resale, the terms and conditions of this Agreement shall apply and the Parties will negotiate the rates at which USW may purchase such services. Any dispute in such negotiations shall be resolved in accordance with the Dispute Resolution Section of this Agreement.

(B)1.3 The Parties agree that certain USW services are not available for resale under this Agreement and certain other USW services are available for resale but not at a discount, as identified in Part H or in individual state Tariffs. The availability of services and applicable discounts identified in Part H or in individual Tariffs are subject to change pursuant to the Rates and Charges sub-section of this Resale section.

(B)2. Terms and Conditions

(B)2.1 Basic Exchange Telecommunications Service, Basic Exchange Features, and IntraLATA Toll may be resold only for their intended or disclosed use and only to the same class of end user to which USW sells such services (e.g., residence service may not be resold to business end users). Service provided directly to Pathnet for its own use, such as administrative services, must be identified by Pathnet and Pathnet must pay the full retail rates and prices for such services.

(B)2.2 USW shall provide to Pathnet Telecommunications Services for resale that are substantially similar in quality, subject to the same conditions related to the delivery of Telecommunications Services (including the conditions in USW's effective Tariffs), within provisioning time intervals that are substantially equal to the intervals USW provides these services to others, including other Resellers and end users, and in accordance with any applicable Commission service quality standards, including standards the Commission may impose pursuant to Section 252 (e)(3) of the Act.

(B)2.3 In the event that there are existing agreements between Pathnet and USW for resale under USW retail Tariff discounts, Pathnet may elect to continue to

obtain services for resale under the existing agreements and retail Tariff discounts or Pathnet may elect to terminate such existing agreements and obtain such services under this Agreement with the associated wholesale discount specified in Part H of this Agreement. Services obtained for resale are not entitled to both a retail Tariff discount and a wholesale discount.

(B)2.4 In accordance with the Act, Pathnet will provide the date it will begin to offer Telecommunications Services to residential and business end users. Pathnet will provide a three year forecast within ninety (90) calendar days of signing this Agreement. During the first year of the term of this Agreement, the forecast shall be updated and provided to USW on a quarterly basis. Thereafter, during the term of this Agreement Pathnet will provide updated forecasts from time to time, as requested by USW. The initial forecast will provide:

The date service will be offered (by city and/or state)
The type and quantity of service(s) which will be offered
Pathnet's anticipated number of service orders
Name of Pathnet's key contact personnel

The information provided pursuant to this paragraph shall be considered Proprietary Information under the Nondisclosure Section of this Agreement.

(B)2.5 Pathnet may not reserve blocks of USW telephone numbers, except as allowed by Tariffs.

(B)2.6 USW will accept at no charge one primary listing for each main telephone number belonging to Pathnet's end user based on end user information provided to USW by Pathnet. USW will place Pathnet's listings in USW's directory listing database for directory assistance purposes. Additional terms and conditions with respect to directory listings are described in the Ancillary Services Section of this Agreement.

(B)2.7 USW shall provide to Pathnet, for Pathnet's end users, E911/911 call routing to the appropriate Public Safety Answering Point ("PSAP"). Pathnet must provide to USW accurate end-user information to ensure appropriate listings in any databases in which USW is required to retain and/or maintain end-user information. USW shall provide and validate Pathnet's end user information to the ALI/DMS. USW shall use its standard process to update and maintain, on the same schedule that it uses for its end users, Pathnet's end user service information in the ALI/DMS ("Automatic Location Identification/Database Management System") used to support E911/911 services. USW assumes no liability for the accuracy of information provided by Pathnet.

(B)2.8 If USW provides and Pathnet accepts operator services, directory assistance, and intraLATA long distance as a part of the resold line, it will be offered with standard USW branding. Pathnet is not permitted to alter the branding of these services in any manner when the services are a part of the resold line without the prior written approval of USW. However, at the request of Pathnet and

where technically feasible, USW will rebrand operator services and directory assistance in Pathnet's name, provided the charges associated with such rebranding are paid by Pathnet.

(B)2.9 Pathnet shall designate the Primary Interexchange Carrier (PIC) assignments on behalf of its end users for interLATA services and intraLATA services when intraLATA presubscription is implemented.

(B)2.10 When end users switch from USW to Pathnet, or to Pathnet from any other Reseller, such end users shall be permitted to retain their current telephone numbers if they so desire and do not change their service address to an address served by a different central office. USW shall take no action to prevent Pathnet end users from retaining their current telephone numbers.

(B)2.11 Pathnet is liable for all fraud associated with service to its end-users and accounts. USW takes no responsibility, will not investigate, and will make no adjustments to Pathnet's account in cases of fraud unless such fraud is the result of any intentional act or gross negligence of USW. Notwithstanding the above, if USW becomes aware of potential fraud with respect to Pathnet's accounts, USW will promptly inform Pathnet and, at the direction of Pathnet, take reasonable action to mitigate the fraud where such action is possible.

(B)2.12 Resold services are available only where facilities currently exist and are capable of providing such services without construction of additional facilities or enhancement of existing facilities. However, if Pathnet requests that facilities be constructed or enhanced to provide resold services, USW will review such requests on a case-by-case basis and determine if it is economically feasible for USW to build or enhance facilities. If USW decides to build or enhance the requested facilities, USW will develop and provide to Pathnet a price quote for the construction. Construction charges associated with resold services will be applied in the same manner that construction charges apply to USW's retail end users. If the quote is accepted, Pathnet will be billed the quoted price and construction will commence after receipt of payment.

(B)2.13 In the event USW terminates the provisioning of any resold services to Pathnet for any reason, including Pathnet's non-payment of charges, Pathnet shall be responsible for providing any and all necessary notice to its end users of the termination. In no case shall USW be responsible for providing such notice to Pathnet's end users. USW will provide notice to Pathnet of USW's termination of a resold service on a timely basis consistent with Commission rules and notice requirements.

(B)2.14 The underlying network provider of a resold service shall be entitled to receive, from the purchaser of Switched Access, the appropriate access charges pursuant to its then effective Switched Access Tariff.

(B)3. Rates and Charges

(B)3.1 The Telecommunications Services identified in Part H are available for resale at the wholesale discount percentage shown in Part H. Telecommunications Services available for resale but excluded from the wholesale pricing arrangement in this Agreement are available at the retail Tariff rates.

(B)3.2 The Customer Transfer Charges (CTC) as specified in Part H apply when transferring services to Pathnet.

(B)3.3 A Subscriber Line Charge (SLC), or any subsequent federally mandated charge to end users, will continue to be paid by Pathnet without discount for each local exchange line resold under this Agreement. All federal and state rules and regulations associated with SLC as found in the applicable Tariffs also apply.

(B)3.4 Pathnet will pay to USW the PIC change charge without discount for Pathnet end user changes of interexchange or intraLATA carriers. Any change in Pathnet's end users' interexchange or intraLATA carrier must be requested by Pathnet on behalf of its end user.

(B)3.5 Pathnet agrees to pay USW when its end user activates any services or features that are billed on a per use or per activation basis subject to the applicable discount in Part H as such may be amended pursuant to this Section (e.g., continuous redial, last call return, call back calling, call trace, etc.).

(B)3.6 Product specific non-recurring charges, as set forth in USW's applicable Tariffs, without a discount, will apply when additional lines, trunks or circuits are added or when the end user adds features or services to existing line or trunks.

(B)3.7 Miscellaneous charges, if applicable, will be consistent with charges for equivalent services ordered by USW end users.

(B)3.8 The wholesale discount rates in Part H established in the South Dakota March 20, 1997 arbitrator's decision in TC96-184, "In the Matter of AT&T Communications of the Midwest, Inc. and U S WEST Communications, Inc., for Arbitration of the Interconnection Rates, Terms and Pursuant to 47 U.S.C. Sec. 252(b) of the Telecommunications Act of 1996", (the "AT&T Arbitration") are interim rates and are pending the outcome of a final Commission decision in an interconnection cost docket. Such rates, as adopted in this Agreement, will be subject to true-up from the date those rates became effective in this Agreement to the effective date of the final interconnection cost docket order. Notwithstanding this true-up obligation, the Parties agree that rates in this Agreement will remain in effect as described below until the exhaustion of all appeals of the final order in the interconnection cost docket.

(B)3.9 The Parties intend that, if the AT&T rates or the services in the AT&T Arbitration are changed by any negotiations, appeal, stay, injunction, settlement, or similar proceeding with respect to AT&T, those rates and services, if they have been adopted into this Agreement, shall be changed in this Agreement to the same extent as the rates and services in the AT&T Arbitration. Notwithstanding the above, the Parties agree that in the event a stay or injunction is granted with respect to the implementation of the services and rates in the AT&T Arbitration, the Parties agree that the telecommunications services still available for resale following the stay or injunction will be available to Pathnet, effective as of the date of the stay order or injunction, at a wholesale discount rate of 12% (the "Standard Rate") until such time as a nonappealable order establishes a wholesale discount rate(s). If the Standard Rate becomes effective pursuant to this paragraph, the Standard Rate will also be subject to true-up to the rate(s) established in the nonappealable order for the period that the Standard Rate was in effect. If the AT&T rates or the applicability of the rate to the services in Part H is changed by a nonappealable administrative or judicial order following approval of negotiated rates, rates reached in an approved settlement agreement, a decision on appeal or other similar proceeding, such changed rate(s) will be available to Pathnet, effective as of the date of the order. The AT&T rate shall be subject to true-up to the changed rates for the period of time the AT&T rate was in effect. Notwithstanding the above, no true-up of either the Standard Rate or the AT&T rate will occur unless ordered as a part of the nonappealable administrative or judicial order.

(B)3.10 USW shall have a reasonable time to implement system or other changes necessary to bill the Commission ordered rates or charges.

(B)3.11 If the resold services are purchased pursuant to Tariffs and the Tariff rates change, charges billed to Pathnet for such services will be based upon the new Tariff rates less the applicable wholesale discount, if any, as agreed to herein or as established by Commission order and/or resale Tariff. The new rate will be effective upon the Tariff effective date.

(B)4. Ordering Process

(B)4.1 Pathnet, or Pathnet'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. Pathnet shall make it clear to its end users that they are end users of Pathnet for resold services. Pathnet's end users contacting USW will be instructed to contact Pathnet; however, nothing in this Agreement, except as provided below, shall be deemed to prohibit USW from discussing its products and services with Pathnet's end users who call USW.

(B)4.2 Pathnet shall transmit to USW all information necessary for the ordering (billing, listing and other information), installation, repair, maintenance and post-installation servicing according to USW's standard procedures, as

described in the USW Interconnect & Resale Resource Guide available on USW's Web site. Information shall be provided using USW's designated Local Service Request (LSR) format which may include the LSR, end user and resale forms. Pathnet must send USW complete and accurate end user listing information for Directory Assistance, Directory Listings, and 911 Emergency Services using USW's designated resale directory listing order forms. When USW'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, USW will render its closing bill to the end user effective with the disconnection. If USW is not the local service provider, USW will issue a bill to Pathnet for that portion of the service provided to Pathnet should Pathnet's end user, a new service provider, or Pathnet request service be discontinued to the end user. USW will notify Pathnet by FAX, OSS interface, or other agreed upon processes when an end user moves to another service provider. USW will not provide Pathnet with the name of the other Reseller or service provider selected by the end user.

(B)4.3 Pathnet shall provide USW and USW shall provide Pathnet with points of contact for order entry, problem resolution and repair of the resold services.

(B)4.4 Prior to placing orders on behalf of the end user, Pathnet shall be responsible for obtaining and have in its possession Proof of Authorization ("POA"), as set forth in Part A of this Agreement.

(B)4.5 Due date interval standards are addressed in the Interconnect & Resale Resource Guide.

(B)4.6 Firm Order Confirmation (FOC) guidelines are addressed in the Interconnect & Resale Resource Guide.

(B)4.7 USW will provide completion notification that is equal to that provided to USW end users.

(B)4.8 USW will provide Design Layout Records when requested under terms and conditions consistent with USW end users.

(B)4.9 USW will handle jeopardies based upon the same performance standards and criteria as USW provides to itself.

(B)5. Billing

(B)5.1 USW shall bill Pathnet and Pathnet is responsible for all applicable charges for the resold services as provided herein. Pathnet shall also be responsible for all Tariffed charges and charges separately identified in this Agreement associated with services that Pathnet resells to an end user under this Agreement.

(B)5.2 USW shall provide Pathnet, 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 as detailed in Part G, billing information including (1) a summary bill, and (2) individual end user sub-account information consistent with the samples available for Pathnet review.

(B)5.3 USW may discontinue processing orders for the failure by Pathnet to make full payment for the resold services provided under this Agreement within thirty (30) calendar days of the due date on Pathnet's bill.

(B)5.4 USW may disconnect for the failure by Pathnet to make full payment for the resold services provided under this Agreement within sixty (60) calendar days of the due date on Pathnet's bill. Pathnet will pay the Tariff charge required to reconnect each end user line disconnected pursuant to this paragraph.

(B)5.5 USW shall credit Pathnet's account the amount due for any trouble or out-of-service conditions in the same manner that USW credits the accounts of its own end users and pursuant to any applicable provisions in USW's Tariffs. USW shall reflect the amount of such credits on an individual end user telephone number basis in the billing information USW provides Pathnet.

(B)6. Maintenance and Repair

Pathnet and USW will employ the procedures for handling misdirected repair calls as specified in the Maintenance and Repair Section of this Agreement.

PART C -- RECIPROCAL TRAFFIC EXCHANGE

(C)1. Interconnection Facility Options

(C)1.1 This Section describes the Interconnection of USW's network and Pathnet's own network for the purpose of exchanging Exchange Service (EAS/Local), Exchange Access and Jointly Provided Switched Access (InterLATA and IntraLATA presubscribed/dial around) traffic. USW will provide Interconnection at the trunk side of an end office switch and on the trunk connection points of a local or access tandem switch. Interconnection is provided for the purpose of connecting end office switches to end office switches or end office switches to local tandem switches for the exchange of Exchange Service (EAS/Local) traffic; or end office switches to access tandem switches for the exchange of Exchange Access or Jointly Provided Switched Access (InterLATA and IntraLATA presubscribed/dial around) traffic. Local tandem to local tandem switch connections will be provided where technically feasible. Local tandem to access tandem and access tandem to access tandem switch connections are not provided.

(C)1.2 Methods of Interconnection

The Parties will negotiate the facilities arrangement between their networks. Pathnet shall establish a Point of Interconnection in each USW local calling area where it does business for the purpose of exchanging local switched traffic. The following alternatives are negotiable: (1) a DS1 or DS3 entrance facility; (2) Collocation; (3) negotiated Mid-Span Meet facilities; or (4) Hub location.

(C)1.2.1 Entrance Facility

Interconnection may be accomplished through the provision of a DS1 or DS3 entrance facility, where facilities exist. An entrance facility extends from the USW Serving Wire Center to Pathnet's switch location, or Point Of Interconnection (POI) location. Entrance facilities may not extend beyond the area served by the USW Serving Wire Center. The rates for entrance facilities are provided in Part H. USW's Private Line Transport service is available as an alternative to entrance facilities, when Pathnet uses such Private Line Transport service for multiple services. The Entrance Facility cannot be used to pick up/connect to Unbundled Network Elements (UNEs).

(C)1.2.2 Collocation

Interconnection may be accomplished through the Collocation arrangements offered by USW. The terms and conditions under which Collocation will be available are described in the Collocation

Section of this Agreement. The rates for the Expanded Interconnection Channel Termination (EICT) are provided in Part H of this Agreement.

(C)1.2.3 Mid-Span Meet POI

A Mid-Span Meet POI is a negotiated Point of Interface, between the USW Wire Center and Pathnet's location. The Mid-Span Meet POI may not extend beyond the area served by the USW Wire Center. The actual physical Point of Interface and facilities used will be subject to negotiations between the Parties. Each Party will be responsible for its portion of the build to the Mid-Span Meet POI. The Mid-Span Meet POI cannot be used to pick up/connect to UNEs.

(C)1.2.4 Hub Location

When Pathnet locates its switch outside the local calling area, the Hub Location Point of Interface is available to establish Pathnet's Point of Interface within the local calling area under the following provisions.

The Hub Location Point of Interface, limited to use with Local Interconnection Service for Exchange Service (EAS/Local) traffic, may be established at a USW Central Office at which multiplexing is performed.

The physical arrangement of a POI at a Hub location consists of:

A DS1 or DS3 Private Line Transport Service facility from Pathnet's POI (in another USW local calling area) to the USW Hub location, leased from USW, and;

A Private Line Transport Service multiplexer at the Hub location, leased from USW. Where a multiplexer is not required, a digital cross connect bay at the Hub location can be designated as the POI.

Hub location traffic from Pathnet will be transported in the EAS/Local Calling Area where the Hub location is located only. USW will not be required to pass EAS/Local traffic of the Hub location calling area to Pathnet at any other location other than the leased DS3 multiplexer or digital cross connect bay as applicable.

Rates, terms and conditions for ordering and billing Private Line Transport Services are found in the state and interstate Private Line catalogs and Tariffs.

The Hub Location POI cannot be used to pick up/connect to UNEs.

(C)2. Reciprocal Traffic Exchange

(C)2.1 Description

(C)2.1.1 Reciprocal traffic exchange addresses the exchange of traffic between Pathnet's network and USW's network. If such traffic is Exchange Service (EAS/Local), the provisions of this Agreement shall apply. Where either Party acts as an Exchange Access (IntraLATA Toll) provider, each Party shall bill the other symmetrical rates using USW's Tariffed Switched Access rates as a surrogate. Where either Party interconnects and delivers traffic to the other from third parties, each Party shall bill such third parties the appropriate charges pursuant to its respective Tariffs or contractual offerings for such third party terminations. Absent a separately negotiated agreement to the contrary, the Parties will directly exchange traffic between their respective networks without the use of third party transit providers.

(C)2.1.2 The traffic types to be exchanged under this section of the Agreement include:

(C)2.1.2.1 Exchange Service (EAS/Local) traffic as defined in this Agreement.

(C)2.1.2.2 Exchange Access (IntraLATA Toll) traffic as defined in this Agreement.

(C)2.1.2.3 Jointly Provided Switched Access (InterLATA and IntraLATA presubscribed/dial around) traffic as defined in Access Tariffs and referenced in this Section.

(C)2.1.2.4 Transit traffic is any traffic that originates from one Telecommunications Carrier's network, transits another Telecommunications Carrier's network, and terminates to yet another Telecommunications Carrier's network. For the purposes of this Agreement, transit traffic does not include traffic carried by Interexchange Carriers. That traffic is defined as Jointly Provided Switched Access.

Transit service is provided by USW, as a local and access tandem provider, to Pathnet to enable the completion of calls originated by or terminated to another Telecommunications Carrier (such as another Co-Provider, an existing LEC, or a wireless carrier), which is connected to USW's local or access tandems. To the extent that Pathnet's switch functions as a local or access tandem switch, as defined in this

Agreement, Pathnet may also provide transit service to USW.

(C)2.1.3 Ancillary traffic includes all traffic destined for ancillary services, or that may have special billing requirements, including, but not limited to the following:

(C)2.1.3.1 Directory Assistance
(C)2.1.3.2 911/E911
(C)2.1.3.3 Operator busy line interrupt and verify
(C)2.1.3.4 Toll free services

Ancillary services are addressed in Part F of this Agreement.

(C)2.2 Terms and Conditions

(C)2.2.1 Transport and Termination of Exchange Service (EAS/Local) Traffic.

(C)2.2.1.1 Exchange Service (EAS/Local) traffic will be terminated as Local Interconnection Service (LIS).

(C)2.2.1.2 As negotiated between the Parties, the transport of Exchange Service (EAS/Local) traffic may occur in several ways:

(C)2.2.1.2.1 Two-way trunk groups will be established wherever possible; however, either Party may elect to provision its own one-way trunks for delivery of Exchange Service (EAS/Local) traffic to be terminated on the other Party's network based on the exceptions provided in this Section.

(C)2.2.1.2.2 The Parties may elect to purchase transport services from each other or from a third party that has leased the Private Line Transport Service facility from USW. Such transport provides a transmission path for the LIS trunk to deliver the originating Party's local traffic to the terminating Party's end office or local tandem for call termination. Transport may be purchased from USW or Pathnet as tandem routed (i.e., tandem switching, tandem transmission and direct trunked transport) or direct routed (i.e., direct trunked transport.)

(C)2.2.1.3 Based on forecasted or actual traffic at Pathnet's busy hour in centum call seconds (ccs), where there is a DS1 worth of traffic (512 ccs) between Pathnet's POI and a USW end office, Pathnet will order a dedicated (i.e., direct) trunk group from the Pathnet POI directly to the USW end office. To the extent that Pathnet has established a Collocation arrangement at a USW end office location, and has available capacity, the Parties agree that Pathnet shall provide two-way direct trunk facilities, when required, from that end office to Pathnet's switch. In all other cases, the direct facility may be provisioned by USW or Pathnet or a third party. If both Pathnet and USW desire to provision the facility and cannot otherwise agree, the Parties may agree to resolve the dispute through the submission of competitive bids.

(C)2.2.1.4. LIS ordered to a local tandem will be provided as Direct Trunked Transport between the serving Wire Center of Pathnet's POI and the local tandem. Tandem switching and tandem transmission rates, as specified in Part H of this Agreement, will apply to the transport provided from the local tandem to USW's end office.

(C)2.2.1.5 When USW receives a call from Pathnet to a number that has been ported to another USW central office within the EAS/Local calling area, mileage sensitive tandem transmission rates will apply which reflect the distance to the end office to which the call has been ported.

(C)2.2.2 Transport and Termination of Exchange Access (IntraLATA Toll) Traffic

Exchange Access (IntraLATA Toll) traffic shall be delivered to USW at the intraLATA access tandem or via separate trunks to USW's end office(s), as designated by Pathnet. It will be provided as Direct Trunked Transport between the serving Wire Center of Pathnet's POI and the access tandem. Tandem transmission rates will apply to the transport provided from the access tandem to USW's end office.

(C)2.2.3 Transit Traffic

(C)2.2.3.1 USW will accept traffic originated by Pathnet for termination to another Co-Provider, existing LEC or wireless carrier that is connected to USW's local and/or access tandems. USW will also terminate

traffic from these other Telecommunications Carriers to Pathnet.

In the case of Exchange Access (IntraLATA Toll) traffic, where USW is the designated IntraLATA Toll provider for existing LECs, USW will be responsible for payment of appropriate usage rates.

(C)2.2.3.2 To the extent technically feasible, the Parties involved in transporting transit traffic will deliver calls to each involved network with CCS/SS7 Protocol and the appropriate ISUP/TCAP messages to facilitate full interoperability and billing functions.

(C)2.2.3.3 The originating company is responsible for payment of appropriate rates to the transit company and to the terminating company.

In the case of IntraLATA Toll traffic, where USW is the designated IntraLATA Toll provider for existing LECs, USW will be responsible for payment of appropriate usage rates.

(C)2.2.3.4 When USW receives a call from Pathnet to a number that has been ported to another local service provider, USW will consider such calls as transit traffic. This includes all Pathnet originated calls regardless of who performed the query.

(C)2.2.3.5 Jointly Provided Switched Access (InterLATA and IntraLATA presubscribed/dial around): The Parties will use industry standards developed to handle the provision and billing of jointly provided switched access (MECAB, MECOD, and the Parties' FCC and state access Tariffs). Each Party will bill the IXC the appropriate portion of its Switched Access rates. USW will also provide the one-time notification to Pathnet of the billing name, billing address and carrier identification codes of the IXCs subtending any access tandems to which Pathnet directly connects. This type of traffic is discussed separately in this Section.

(C)2.2.4 Interface Code Availability.

Supervisory signaling specifications, and the applicable network channel interface codes for LIS trunks, can be found in the Technical Publication for Local Interconnection Service 77398 (to be published in 1999). Until that publication is available, they are the

same as those used for Feature Group D Switched Access Service, as described in the Parties' applicable Switched Access Tariffs.

(C)2.2.5 Switching Options.

(C)2.2.5.1 SS7 Out of Band Signaling.

SS7 Out of Band Signaling is available for LIS trunks. SS7 Out-of-Band Signaling must be requested on the order for the new LIS trunks. Common Channel Signaling Access Capability Service, as set forth in this Agreement, must be ordered by Pathnet when SS7 Out-of-Band Signaling is requested on LIS trunks.

(C)2.2.5.2 Clear Channel Capability.

Clear Channel Capability (64CCC) permits 24 DS0-64 Kbps services or 1.536 Mbps of information on the 1.544 Mbps/s line rate. 64CCC is available for LIS trunks equipped with SS7 Out-of-Band Signaling. 64CCC must be requested on the order for the new LIS trunks. Through a Web site, USW will provide Pathnet with a listing of USW local tandems fully capable of routing 64CCC traffic.

(C)2.2.6 Measurement of terminating local Interconnection minutes begins when the terminating LIS entry switch receives answer supervision from the called end user's end office indicating the called end user has answered. The measurement of terminating call usage over LIS trunks ends when the terminating LIS entry switch receives disconnect supervision from either the called end user's end office, indicating the called end user has disconnected, or Pathnet's Point of Interconnection, whichever is recognized first by the entry switch. This is commonly referred to as "conversation time". USW will only charge Pathnet for actual minutes of use and/or fractions thereof of completed calls. Minutes of use are aggregated at the end of the billing cycle by end office and rounded to the nearest whole minute.

(C)2.2.7 LIS Forecasting

(C)2.2.7.1 The Parties will work in good faith to define a mutually agreed upon forecast of LIS trunking.

(C)2.2.7.2 Both Parties shall have the obligation to participate in joint planning meetings at quarterly intervals to establish trunk design and provisioning requirements. The Parties agree to provide mutual trunk forecast information to ensure end user call completion

between the Parties' networks. Such forecasts will be for LIS trunking which impacts the switch capacity and facilities of each Party.

(C)2.2.7.3 Switch growth jobs are custom jobs with a minimum six month timeframe from the vendors. To align with the timeframe needed to provide for the capacity including engineering, ordering, installation and make ready activities required by the forecast, the Parties agree to utilize USW standard forecast timelines as defined in the USW LIS Trunk Forecast Form.

(C)2.2.7.4 Each Party will utilize the forecast cycle outlined on the USW LIS Trunk Forecast Form which stipulates that forecasts be submitted on a quarterly basis. The forecast will identify trunking requirements for a three year period. From the quarterly close date as outlined in the forecast cycle, the receiving Party will have one month to determine network needs and place vendor orders which require a six month minimum to complete network build. Seven months after submission of the forecast, the forecasting Party may begin to order against the facilities forecast for that quarter, given no vendor or other unavoidable delays. For ordering information see Section (C)2.4 of this Agreement.

(C)2.2.7.5 Both Parties will follow the forecasting and provisioning requirements of this Agreement for the appropriate sizing of trunks, and use of direct vs. local tandem routing as specified in this Section.

(C)2.2.7.6 In the event of a dispute regarding forecast quantities, the Parties will not refuse the forecast in its entirety. The Parties shall attempt in good faith to resolve the matter informally. If the Parties fail to reach resolution, the Dispute Resolution provision of this Agreement shall apply. Until the Dispute Resolution process is completed, the lower forecast will be used.

(C)2.2.7.7 Joint planning meetings will be used to bring clarity to the process. Each Party will provide adequate information associated with the USW LIS Trunk Forecast Forms in addition to its forecasts. During the joint planning meetings, both Parties shall provide information on major network projects anticipated for the following year that may impact the other Party's forecast or Interconnection requirements. No later than two weeks prior to the joint planning meetings, the

Parties shall exchange information to facilitate the planning process.

(C)2.2.7.8 In addition to the above information, Pathnet shall provide:

Completed USW LIS Trunk Forecast Forms;

Any planned use of an alternate local tandem provider.

(C)2.2.7.9 In addition to the above information, USW shall provide the following information about USW through the Local Exchange Routing Guide or the Interconnections (ICONN) Database. ICONN is available through the USW Web site: http://www.uswest.com/cgi-bin/iconn/iconn.pl.

USW Tandems and USW end offices (LERG)

CLLI codes (LERG)

Business/Residence line counts (ICONN)

Switch type (LERG or ICONN)

Current and planned switch generics (ICONN)

(C)2.2.7.10 Trunk Blocking reports for existing trunk groups; (e.g., direct end office and local tandem connected LIS trunks), and a summary report for common trunk groups behind the local tandem that are blocking within specific thresholds or bands will be provided pursuant to the Service Performance Section of this Agreement.

(C)2.2.7.11 USW Network Disclosure of deployment information for specific technical capabilities (*e.g.,* ISDN deployment, 64 CCC, etc.) shall be provided on USW's web site, http://www.uswest.com/disclosure.

(C)2.2.7.12 When appropriate, the USW Trunk Group Servicing Request (TGSR) process will be utilized to notify of the need to take action and place orders against the forecasted trunk requirements.

(C)2.2.7.13 The Parties agree that the following terms apply to the forecasting process:

(C)2.2.7.13.1 Pathnet forecasts shall be provided as detailed in the standard USW LIS Trunk Forecast Form.

(C)2.2.7.13.2 Forecasts shall be deemed Confidential Information.

(C)2.2.7.14 If a trunk group is consistently under 60 percent of centum call seconds (ccs) capacity each month of any three month period, Pathnet will be provided written notification of the requirement to resize the trunk groups. Such notification shall include information on current utilization levels. Thirty (30) days after the written notification, USW may reclaim the facilities and charge Pathnet a charge equal to the rearrangement charge outlined in this Section of this Agreement. When trunk groups are utilized at less than 60% of ccs for any three month period, USW has the right to refuse ASRs and/or cancel pending requests to augment those under utilized trunk groups until such time as the utilization on that group reaches the required 60 percent level. When reclamation does occur, the trunk group shall not be left with less than 25 percent excess capacity. The parties will work together to identify potential use prior to any reclamation. Pathnet will demonstrate that the trunk group sizing will be supported at the require 60% level within three (3) months of the date of the notice.

(C)2.2.7.15 Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.

(C)2.2.7.16 Forecasts for Interconnection facilities to be provisioned on a route which involves extraordinary circumstances shall be handled as Construction Charges, as detailed in Part (G) of this Agreement. USW and Pathnet may also choose to work in good faith to identify and locate alternative routes which can be used to accommodate Pathnet forecasted build. Extraordinary circumstances include, but are not limited to, natural obstructions such as lakes, rivers, or steep terrain, and legal obstructions such as governmental, federal, Native American or private rights of way. Standard USW forecast timeframes will not apply under these circumstances.

(C)2.2.8 Trunking Requirements

(C)2.2.8.1 The Parties agree to provide designed Interconnection facilities that meet the same technical

criteria and service standards, such as probability of blocking in peak hours and transmission standards, in accordance with industry standards.

(C)2.2.8.2 Two-way trunk groups will be established wherever possible. Exceptions to this provision will be based on billing, signaling, and network requirements.

(C)2.2.8.3 Separate trunk groups will be established based on billing, signaling, and network requirements. For example, (1) billing requirements - Exchange Access (IntraLATA Toll)/Jointly Provided Switched Access (InterLATA and IntraLATA presubscribed/dial around) vs. Exchange Service (EAS/Local) traffic, (2) signaling requirements - MF vs. SS7, and (3) network requirements - directory assistance traffic to Operator Services tandems. The following is the current list of traffic types that require separate trunk groups, unless specifically otherwise stated in this Agreement.

(C)2.2.8.3.1 Combined Exchange Access (IntraLATA Toll) and Jointly Provided Switched Access (InterLATA and IntraLATA presubscribed/dial around) trunks

(C)2.2.8.3.2 Exchange Service (EAS/Local) trunks

(C)2.2.8.3.3 Directory Assistance trunks (where the switch type requires separation from Operator Services trunks).

(C)2.2.8.3.4 911/E911 trunks

(C)2.2.8.3.5 Operator services trunks (where the switch type requires separation from Directory Assistance trunks).

(C)2.2.8.3.6 Mass calling trunks, if applicable.

(C)2.2.8.4 Trunk group connections will be made at a DS1 or multiple DS1 level for exchange of Exchange Service (EAS/Local), and Exchange Access (IntraLATA Toll)/Jointly Provided Switched Access (InterLATA and IntraLATA presubscribed/dial around) traffic. Ancillary service trunk groups may be made below a DS1 level, as negotiated.

(C)2.2.8.5 The Parties will provide Common Channel Signaling (CCS) to one another in conjunction with all LIS trunk circuits, except as provided below.

The Parties agree that an all SS7 network is beneficial to end users and Co-Providers and therefore will provision all trunking using SS7/CCS capabilities. Redundant MF signaling networks will not be provided. Exceptions to this arrangement would be limited to operator services trunking, 911 trunking and any others currently available in the USW network only on MF signaling. When the SS7/CCS option becomes available in the USW network for said trunking, the Parties will provision new trunks using SS7. In addition, the Parties will jointly work to convert existing trunking to SS7, as appropriate. Procedures for establishing CCS connectivity can be found in Part E of this Agreement.

When the Parties interconnect via CCS for Jointly Provided Switched Access (InterLATA and IntraLATA presubscribed/dial around) Service, the tandem provider will provide MF/CCS interworking as required for Interconnection with Interexchange Carriers who use MF signaling.

(C)2.2.8.6 The Parties shall terminate Exchange Service (EAS/Local) traffic exclusively on local tandems or end office switches. No Exchange Service (EAS/local) LIS trunk groups shall be terminated on USW's access tandems. In the complete absence of a local tandem, Exchange Service (EAS/Local) LIS trunk groups will be established directly between Pathnet and USW end office switches.

(C)2.2.8.7 The Parties agree to exchange Exchange Service (EAS/ Local) traffic in the same EAS/Local area as such traffic originated.

(C)2.2.8.8 Alternate Traffic Routing

If Pathnet has an LIS arrangement which provides two paths to a USW end office (one route via a local tandem and one direct route), Pathnet may elect to utilize alternate traffic routing. Pathnet traffic will be offered first to the direct trunk group (also referred to as the "primary high" route) and then overflow to the local tandem group (also referred to as the "alternate final" route) for completion to USW end offices.

(C)2.2.9 Testing

(C)2.2.9.1 Acceptance Testing

At the time of installation of a LIS trunk group, and at no additional charge, the Parties will cooperatively test the same parameters tested for terminating Feature Group D Switched Access Service. See USW's applicable Switched Access Tariff for the specifications.

(C)2.2.9.2 Testing Capabilities

(C)2.2.9.2.1 Terminating LIS testing is provided where equipment is available, with the following test lines: seven-digit access to balance (100 type), milliwatt (102 type), nonsynchronous or synchronous, automatic transmission measuring (105 type), data transmission (107 type), loop-around, short circuit, open circuit, and non-inverting digital loopback (108 type).

(C)2.2.9.2.2 In addition to LIS acceptance testing, other tests are available (e.g., additional cooperative acceptance testing, automatic scheduled testing, cooperative scheduled testing, manual scheduled testing, and non-scheduled testing) at the applicable USW Tariff rates. Testing fees will be paid by Pathnet when requesting the testing.

(C)2.2.10 Mileage Measurement

Where required, the mileage measurement for LIS is determined in the same manner as the mileage measurement for V & H methodology as outlined in NECA Tariff No. 4.

(C)2.3 Rate Elements

(C) 2.3.1 Interconnection Facility Options

(C)2.3.1.1 Entrance Facilities

(C)2.3.1.1.1 Recurring and nonrecurring rates for Entrance Facilities are specified in Part H of this Agreement and will apply for those DS1 or DS3 facilities dedicated to use by LIS.

(C)2.3.1.1.2 If Pathnet chooses to use an existing facility purchased as Private Line Transport Service from the state or FCC Access Tariffs, the rates from those Tariffs will apply.

(C)2.3.1.2 Collocation

When Collocation is purchased, the LIS EICT rate elements, as described in Part H of this Agreement, will apply. The rates are defined at a DS1 and DS3 level.

(C)2.3.2 Direct Trunked Transport

(C)2.3.2.1 Either Party may elect to provision one-way trunks to the other Party's end office for the termination of traffic based on the exceptions outlined in Part C of this Agreement.

(C)2.3.2.2 Either Party may elect to purchase Direct Trunked Transport from the other Party.

(C)2.3.2.2.1 Direct Trunked Transport (DTT) is available between the serving Wire Center of the POI and the terminating Party's local/access tandem or end office switches. The applicable rates are described in Part H of this Agreement. DTT facilities are provided as dedicated DS3 or DS1 facilities.

(C)2.3.2.2.2 When DTT is provided to a local tandem for Exchange Service (EAS/Local) traffic, or to an access tandem for Exchange Access (IntraLATA Toll)/Jointly Provided Switched Access (InterLATA and IntraLATA presubscribed/dial around) traffic, the applicable DTT rate elements apply between the serving Wire Center and the tandem. Additional rate elements for delivery of traffic to the terminating end office are Tandem Switching and Tandem Transmission. These rates are described below.

(C)2.3.2.2.3 Mileage shall be measured for DTT based on V&H coordinates between the serving Wire Center and the local/access tandem or end office.

(C)2.3.2.2.4 Fixed Charges per DS1 or per DS3 and per mile charges are defined for DTT in Part H of this Agreement.

(C)2.3.2.3 When the Parties elect to establish two-way trunks, the compensation for such jointly used, shared facilities shall be adjusted as follows.

The provider of the DTT will always bill 100% of the charges for the facility to the other Party, who will in turn, bill the provider 50% of the DTT charges. Payments according to this 50/50 allocation of traffic will continue until either Party provides actual minutes of use data to substantiate a change in the allocation.

(C)2.3.2.4 Multiplexing options (DS1/DS3 Mux) are available at rates described in Part H of this Agreement.

(C)2.3.3 Trunk Nonrecurring Charges

(C)2.3.3.1 Installation nonrecurring charges may be assessed by USW for each LIS trunk ordered by Pathnet, at the rates specified in Part H of this Agreement.

(C)2.3.3.2 Rearrangement nonrecurring charges may be assessed by USW for each LIS trunk rearrangement ordered by Pathnet, at one-half the rates specified in Part H of this Agreement.

(C)2.3.4 Exchange Service (EAS/local) Traffic

(C)2.3.4.1 End Office Call Termination

(C)2.3.4.1.1 The Parties agree that per minute of use call termination rates as described in Part H of this Agreement will apply reciprocally for the termination of Exchange Service (EAS/Local) traffic.

(C)2.3.4.1.2 For purposes of call termination, the Pathnet switch(es) shall be treated as end office switch(es), unless Pathnet's switch(es) meet the definition of tandem switch in this Agreement.

(C)2.3.4.1.3 As set forth above, the Parties agree that reciprocal compensation only applies to Local Traffic and further agree that the FCC has determined that traffic originated by either Party

(the "Originating Party") and delivered to the other Party, which in turn delivers the traffic to an enhanced service provider (the "Delivering Party") is primarily interstate in nature. Consequently, the Delivering Party must identify which, if any, of this traffic is Local Traffic. The Originating Party will only pay reciprocal compensation for the traffic the Delivering Party has substantiated to be Local Traffic. In the absence of such substantiation, such traffic shall be presumed to be interstate.

(C)2.3.4.1.4 Neither Party shall be responsible to the other for call termination charges associated with third party traffic that transits such Party's network.

(C)2.3.4.2 Tandem Switched Transport

(C)2.3.4.2.1 For traffic delivered through a USW or Pathnet local tandem switch (as defined in this Agreement), the tandem switching rate and the tandem transmission rate in Part H of this Agreement shall apply per minute in addition to the end office call termination rate described above.

(C)2.3.4.2.2 Mileage shall be measured for the tandem transmission rate elements based on V&H coordinates between the local tandem and terminating end office. If actual mileage cannot be measured, an assumed one mile will be used.

(C)2.3.4.2.3 When Pathnet terminates traffic to a USW remote office, additional tandem transmission rates will be applied for the mileage between the USW host office and the USW remote office.

(C)2.3.5 Miscellaneous Charges

(C)2.3.5.1 Cancellation charges will apply to cancelled LIS trunk orders, based upon rates, terms and conditions described in State Access tariffs.

(C)2.3.5.2 Expedites for LIS trunk orders are allowed only on an exception basis with USW executive approval within the same timeframes as USW provides for other

designed services. When expedites are approved, expedite charges will apply to LIS trunk orders based on rates, terms and conditions described in state Access Tariffs.

(C)2.3.5.3 Construction charges are described in Section (G)12 of this Agreement.

(C)2.3.6 Exchange Access (IntraLATA Toll) Traffic.

Applicable USW Switched Access Tariff rates apply to Exchange Access (IntraLATA Toll) traffic routed to an access tandem, or directly to an end office. Relevant rate elements could include Tandem Switching, Tandem Transmission, Interconnection Charge, Local Switching, and Carrier Common Line, as appropriate.

(C)2.3.7 Transit Traffic.

The following rates will apply:

Exchange Service (EAS/Local) Transit: The applicable LIS transit tandem switching and tandem transmission, at the assumed mileage and rates contained in Part H of this Agreement, apply to the originating Co-Provider.

Exchange Access (IntraLATA Toll) Transit: The applicable USW Tariffed Switched Access tandem switching and tandem transmission (at the assumed mileage contained in Part H of this Agreement) rates apply to the originating Co-Provider.

Jointly Provided Switched Access (InterLATA and IntraLATA presubscribed/dial around): The applicable Switched Access rates will be billed by the Parties to the IXC based on MECAB guidelines and their respective FCC and state access Tariffs.

(C)2.3.8 USW and Pathnet are required to provide each other the proper signaling information (e.g., originating call party number and destination call party number, etc.) to enable each Party to issue bills in a complete and timely fashion. All CCS signaling parameters will be provided including Calling Party Number (CPN), valid Automatic Number Identification (ANI), calling party category, charge number, etc. All privacy indicators will be honored. If either Party fails to provide CPN, and cannot substantiate technical restrictions (i.e. MF signaling) such traffic will be billed as Access (IntraLATA Toll) when unidentified messages are greater than 5% of total.

(C)2.4 Ordering

(C)2.4.1 When ordering LIS, the ordering Party shall specify on the Access Service Request: 1) the type and number of Interconnection facilities to terminate at the Point of Interconnection in the serving Wire Center; 2) the type of interoffice transport, (i.e., Direct Trunked Transport or Tandem Transmission); 3) the number of trunks to be provisioned at a local exchange office or local tandem; and 4) any optional features. When the ordering Party requests facilities, routing, or optional features different than those determined to be available, the Parties will work cooperatively in determining an acceptable configuration, based on available facilities, equipment and routing plans.

(C)2.4.2 When ordering new NXX codes associated with LIS, Pathnet will provide the CLLI codes of the USW local tandem or end office and POI where the NXX is to be routed. On existing trunk groups, Pathnet will provide the Two-Six Code to which each NXX will be routed.

(C)2.4.3 When the ordering Party initially requests a DS3 Interconnection facility to a local tandem or local exchange office, or uses the Hub Location POI, the provider will forward the appropriate DS1 facility record information necessary to identify the circuit facility assignment. On subsequent requests utilizing existing DS3 Direct Trunked Transport facilities, the provider will assign the DS1 facility to the DS3 Direct Trunked Transport facility, as directed by the ordering Party.

(C)2.4.4 A joint planning meeting will precede Pathnet and USW trunking orders. These meetings will result in the transmittal of Access Service Requests (ASRs) to initiate order activity. A Party requesting local tandem Interconnection will provide its best estimate of the traffic distribution to each end office subtending the local tandem.

(C)2.4.5 Trunks will be ordered either to USW's end offices directly or to USW's local tandem for local traffic. Separate trunks will be ordered to USW's access tandem only for IntraLATA Toll and jointly provided Switched Access traffic.

(C)2.4.6 Service intervals and due dates for the initial establishment of trunking arrangements at each location of Interconnection between the Parties will be determined on an individual case basis.

(C)2.4.7 Service intervals and due dates for the establishment of subsequent trunking arrangements for Interconnection between the Parties, will be in accordance with the guidelines for LIS contained in the

Interconnect & Resale Resource Guide, available on USW's Web site.

(C)2.4.8 Pathnet may cancel an order for LIS at any time prior to notification by USW that service is available for Pathnet's use. If Pathnet is unable to accept LIS within one hundred and twenty (120) calendar days after the original service date, Pathnet has the following options:

The order for LIS will be canceled, and charges as set forth above will apply, or

Billing for the service will commence.

In such instances, the cancellation date or the date billing is to commence, depending on which option is selected by Pathnet, will be the 121st calendar day beyond the original service date of the order for LIS.

(C)3. Jointly Provided Switched Access Services

(C)3.1 Switched Access Service is defined and governed by the FCC and State Access Tariffs, MECAB and MECOD, and is not modified by any provisions of this Agreement. Both Parties agree to comply with such guidelines. A summary of applicable guidelines is available in the Interconnect & Resale Resource Guide.

(C)3.1.1 USW and Pathnet agree to exchange all records necessary for the billing of jointly provided switched access. The records to be exchanged include Category 11-01 and 11-50 access records as defined in the MECAB/MECOD documents.

(C)3.2 USW will agree to function as the Access Service Coordinator (ASC) as defined in the Multiple Exchange Carrier Ordering and Design Guidelines (MECOD) (Technical Reference SR-TAP-000984). USW will provide the operational, technical and administrative support required in the planning, provisioning and maintenance involved in the joint access provisioning process to the IXCs. USW will be unable to fulfill the role of ASC if Pathnet does not fully comply with MECOD requirements, including filing Pathnet's end offices and BPs (Billed Percentages) in the NECA 4 Tariff.

(C)3.3 USW and Pathnet will each render a separate bill to the IXC, using the multiple bill, multiple tariff option.

PART D - COLLOCATION

(D)1. Description

(D)1.1 Collocation allows for the placing of telecommunications equipment owned by Pathnet within USW's Central Office for the purpose of accessing Unbundled Network Elements (UNEs) and/or terminating EAS/Local and ancillary traffic.

(D)1.1.1 Virtual Collocation

With a Virtual Collocation arrangement, Pathnet is responsible for the procurement of its own telecommunications equipment which USW installs and maintains. Pathnet does not have physical access to its equipment in the USW Central Office but will be granted access to the appropriate cross-connect for making any cross connections it may require for access to USW UNEs.

(D)1.1.2 Caged Physical Collocation

Caged Physical Collocation allows Pathnet to lease caged floor space approximately in 100 square foot increments, up to a maximum of 400 square feet, for placement of its telecommunications equipment within USW's Central Office for the purpose of interconnecting with USW finished services or UNEs. Pathnet is responsible for the procurement, installation and on-going maintenance of its equipment as well as the cross connections required at the appropriate cross-connect device for connecting its equipment to USW UNEs.

(D)1.1.3 Cageless Physical Collocation

Cageless Physical Collocation is a non-caged area within a USW Central Office. Space will be made available in standard 9 square foot, single bay increments. Pathnet will be responsible for the procurement, installation and maintenance of the bays and telecommunications equipment. As with both Virtual and Caged Physical Collocation, Cageless Physical Collocation will also include access to the appropriate cross-connect device in which Pathnet can make connections to USW UNEs.

(D)1.1.4 Shared Space Caged Physical Collocation

Shared Space Caged Physical Collocation offers Co-Providers the opportunity to share a caged physical space with each other for the purpose of interconnecting with UNEs. Each collocator will be responsible for ordering entrance, power and terminations from USW at time of application. In order to address issues around warehousing of space, the original collocator will not be allowed to charge the shared occupant a per square foot charge in excess of

the rate that the original collocator is presently charged by USW. There are some limitations set on the original collocator as to rates and terms of the arrangement such as a per square foot charge not exceeding the recurring amount that USW is charging.

(D)1.1.5 Interconnection Distribution Frame (ICDF) Collocation

Where Pathnet does not require its equipment to be placed in a USW Central Office, but wishes only to combine USW UNEs, ICDF Collocation is available, where allowed by law.

The combination of the UNEs shall be completed at the appropriate USW cross-connect device. Such devices will be located within USW Central Offices for common or dedicated usage. The cross-connect devices accommodate DS0, DS1, DS3 and OCn terminations. Tie cable arrangements between the various USW distribution frames may be required and will be provided in a nondiscriminatory manner.

(D)1.1.6 Microwave Collocation – See Attachment 1

(D)1.1.7 Adjacent Collocation

(D)1.1.7.1 USW will accept requests from Pathnet for adjacent collocation on an ICB basis. ICB requests will need to include at a minimum the following information: address of adjacent site, description of physical facility (i.e., type of building or structure), dimensions of structure, material of structure, and whether the structure is above ground or below ground. Prior to beginning construction, Pathnet must provide proof of compliance with existing building and zoning codes as required by the respective municipality or county. It is Pathnet's responsibility to "construct or procure" such an adjacent structure, subject only to reasonable safety and maintenance requirements.

(D)1.1.7.2 It is Pathnet's responsibility should Pathnet seek a USW adjacent CEV site, to identify by site or CLLI code where it is seeking to collocate in a USW owned CEV. Adjacent USW CEV collocation will require that Pathnet identify types, quantities, dimensions, and full NEBS attributes of the equipment to be collocated.

(D)1.1.7.3 USW may provide some power arrangements in adjacent CEVs on an ICB basis where technically feasible. In each case, the Parties must negotiate for power and any other ancillary requirement.

(D)1.1.7.4 The Parties will mutually develop project timelines to complete each ICB request. If the Parties are unable to reach mutual agreement, the Dispute Resolution process will be utilized.

(D)2. Terms and Conditions – All Collocation

(D)2.1 With respect to any technical requirements or performance standards specified in this Section, USW shall provide Collocation in a nondiscriminatory manner on rates, terms and conditions that are just, reasonable and nondiscriminatory.

(D)2.2 Pathnet will only collocate telecommunications equipment which is necessary for interconnection and access to unbundled elements. Pathnet must identify what telecommunications equipment will be installed and the vendor technical specifications of such equipment so that USW may engineer the power, floor loading, heat release, environmental particulate level, and HVAC.

(D)2.3 Collocation requests require that space be provided for the placement of Pathnet telecommunications equipment within or adjacent to USW's Central Office. USW will also provide, at a cost to Pathnet, the structure that is necessary in support of this equipment. This includes but is not limited to, physical space, a cage (for Caged Physical Collocation), HVAC, any required cabling between Pathnet's telecommunications equipment and the Distribution Frame and any other associated hardware.

(D)2.4 All equipment placed will meet NEBS Level 1 standards and will be installed in accordance with USW Technical Publications 77350, 77351, 77355, 77367, 77386 and 77390. USW shall provide standard Central Office alarming pursuant to Technical Publication 77390.

(D)2.5 Collocation is offered on a first-come, first-served basis. Requests for Collocation may be denied due to the lack of sufficient space in a USW Central Office for placement of Pathnet's equipment. If USW determines that the amount of space requested by Pathnet for Caged Physical Collocation is not available, Pathnet will be offered Collocation in the closest 100 square foot increment that is determined to be available in relation to the original request, or Pathnet will be offered Cageless Physical Collocation (bay at a time), or Virtual Collocation as an alternative to Caged Physical Collocation.

(D)2.6 Requests for Collocation from Pathnet will be prioritized by USW, but in the event Pathnet submits requests for Collocation, such that more than five (5) requests per week, per state are in process by USW, the following procedure shall apply:

(D)2.6.1 USW and Pathnet shall work cooperatively and in good faith to establish a project plan and schedule to implement Pathnet's requests for Collocation. The project plan shall establish staggered due dates on both the up-front and ready-for-service dates, and outline responsibilities for each Party;

(D)2.6.2 The project plan established by USW and Pathnet to implement Pathnet's request for Collocation may also be used by Pathnet to prioritize implementation of Collocation requests in the event that five (5) or fewer requests for Collocation per week, per state submitted by Pathnet are being processed by USW;

(D)2.6.3 Should the Parties not reach agreement on the project plan, Pathnet's requests for Collocation shall be addressed by USW on an individual case basis.

(D)2.7 If a request for Collocation is denied due to a total lack of appropriate space in a USW Central Office, Pathnet may request USW to provide a cost quote for the reclamation of space and/or equipment, or an adjacent collocation arrangement. Quotes will be developed within sixty (60) business days including the estimated time frames for the work that is required in order to satisfy the Collocation request. Pathnet has thirty (30) business days to accept the quote. If Pathnet accepts the quote, work will begin on receipt of 50% of the quoted charges, with the balance due on completion.

Reclamation may include the following:

Grooming – The moving of circuits from working equipment to other equipment bays with similar functionality for the purpose of providing space for Interconnection.

Space Reclamation – Administrative space that can be reconditioned, downsized or modified for the placement of telecommunications equipment.

(D)2.8 Out of Space

USW will provide documentation with the specific state Commission whenever a Collocation request is denied due to insufficient space. Additionally, if Pathnet's request is denied, and Pathnet requests the documentation, USW will furnish a marked copy of that Central Office floor plan to Pathnet. Tours of the affected Central Office, when requested, will be arranged through USW channels, including USW Legal Department, State Interconnection Management, and Account Management teams.

(D)2.9 All equipment and installation shall meet the state specific earthquake rating requirements for Virtual or Cageless Collocation.

(D)2.10 USW will designate the POI for network Interconnection for Virtual, Physical, Adjacent, Cageless or Caged Physical Collocation arrangements. Pathnet will be allowed access to the POI on non-discriminatory terms.

(D)2.11 Pathnet is responsible for providing its own fiber facilities to the POI outside USW's Central Office. USW will extend the fiber facility from the POI on a USW fiber cable from the POI to a Fiber Distribution Panel (FDP). From the

FDP additional fiber, conduit and associated riser structure will then be provided by USW to continue the run to Pathnet's telecommunications equipment or Collocation area. Where there is an adjacent collocation arrangement, the specifics will be determined on a site to site basis.

(D)2.12 The Collocation entrance facility is assumed to be fiber optic cable and meets industry standards (GR. 20 Core). Metallic sheath cable is not considered a standard Collocation entrance facility. Requests for non-standard entrances will be considered on an individual case basis including an evaluation of the feasibility of the request. All costs and provisioning intervals will be developed on an individual case basis.

(D)2.13 Dual entry into a USW Central Office will be provided only when two entry points pre-exist and duct space is available. USW will not initiate construction of a second, separate Collocation entrance facility solely for Collocation. If USW requires a Collocation entrance facility for its own use, then the needs of Pathnet will also be taken into consideration.

(D)2.14 Where Collocation entrance facilities are not available, USW will offer Pathnet USW OCn, DS3, or DS1 Private Line Transport Services in accordance with Tariff terms and conditions, in lieu of entrance facilities to be terminated at Pathnet's collocated equipment.

(D)2.15 USW will review the security requirements and hours of access with Pathnet. This will include issuing keys, ID cards, and explaining the access control processes, including but not limited to the requirement that all Pathnet approved personnel are subject to trespass violations if outside of designated and approved areas or if found to be providing access to unauthorized individuals. Pathnet personnel found outside of designated and approved areas, those being only those areas directly adjacent to Pathnet equipment or Pathnet terminated equipment, will be escorted away from those non-approved areas and reported to USW Security. Repeated violations will result in denial of access to USW facilities and a possibility of criminal penalties.

(D)2.16 USW shall provide access to existing eyewash stations, bathrooms, and drinking water within the collocated facility on a twenty-four (24) hours per day, seven (7) days per week basis for Pathnet personnel and its designated agents.

(D)2.17 Pathnet shall be restricted to corridors, stairways, and elevators that provide direct access to Pathnet's space, or to the nearest restroom facility from Pathnet's designated space, and such direct access will be outlined during Pathnet's orientation meeting. Access shall not be permitted to any other portion of the building, except to the roof top where microwave collocation has been installed.

(D)2.18 Nothing herein shall be construed to limit Pathnet's ability to obtain any or all types of USW Caged Physical Collocation in a single location, provided space is available.

(D)2.19 Conversion of the Virtual Collocation (e.g., Virtual-to-Cageless Physical) is available upon request and submission of a Quote Preparation Fee (QPF) by Pathnet. Pathnet must pay all associated conversion charges. Conversions shall be in accordance with USW's standard Collocation provisioning processes. If required, Pathnet will submit separate service orders for grooming Pathnet's existing end user circuits to the new Collocation. Upon request, Pathnet may convert a non-completed Virtual Collocation Order to a Cageless Physical Collocation. USW will consider requests to use existing time frames if possible; such requests shall not be unreasonably denied.

(D)3. Collocation Terms and Conditions - Virtual Collocation

(D)3.1 USW is responsible for installing and maintaining Virtually Collocated equipment for the purpose of Interconnection of the mutual networks and to access UNEs.

(D)3.2 Pathnet will be responsible for obtaining and providing to USW administrative codes, (e.g., common language codes, for all equipment provided by Pathnet and installed in Wire Center buildings).

(D)3.3 Pathnet shall ensure that upon receipt of Pathnet's Virtually Collocated equipment by USW, all warranties and access to ongoing technical support are passed through to USW, all at Pathnet's expense. Pathnet shall advise the manufacturer and seller of the virtually collocated equipment that Pathnet's equipment will be possessed, installed and maintained by USW.

(D)3.4 Pathnet's virtually collocated equipment must comply with the safety and engineering standards USW applies to its own equipment for new installations. These standards are the Bellcore Network Equipment Building System (NEBS) Level 3 Generic Equipment Requirements TR-NWT-000063, USW Wire Center environmental and transmission standards and any statutory (local, state or federal) and/or regulatory requirements in effect at the time of equipment installation or that subsequently become effective. USW will not object to the collocation of Pathnet's equipment on the grounds the equipment fails to comply with NEBS performance standards. Pathnet shall provide USW interface specifications (e.g., electrical, functional, physical and software) of Pathnet's virtually collocated equipment.

(D)3.5 Pathnet must specify all software options and associated plug-ins for its virtually collocated equipment.

(D)3.6 Pathnet will be responsible for payment of USW Direct Training Charges associated with training USW employees for the maintenance, operation and installation of Pathnet's Virtually Collocated equipment when such equipment is different than the standard equipment used by USW in that Central Office. This includes per diem charges (i.e., expenses based upon effective USW labor agreements), travel and lodging incurred by USW employees attending a vendor-provided training course.

(D)3.7 Pathnet will be responsible for payment of charges incurred in the maintenance and/or repair of Pathnet's virtually collocated equipment.

(D)4. Collocation Terms and Conditions - Caged Physical Collocation

(D)4.1 USW shall provide Caged Physical Collocation to Pathnet for access to UNEs and/or terminating EAS/Local traffic, except that USW may provide for Cageless Physical or Virtual Collocation if USW demonstrates to the Commission that Caged Physical Collocation is not practical for technical reasons such as space limitations, as provided in Section 251(c)(6) of the Act. USW shall provide basic telephone service with a connection jack at the request of Pathnet for the Physical or Cageless Physical Collocated space. Upon Pathnet's request, this service shall be available per standard USW business service provisioning processes.

(D)4.2 Caged Physical Collocation is offered in Wire Centers on a space-available, first come, first-served basis.

(D)4.3 The minimum standard amount of leased floor space is 100 square feet. Pathnet must begin equipment installation within sixty (60) days of cage acceptance and actively use 50% of the space to provide telecommunication services within twelve (12) months of acceptance. If USW identifies under utilized space, in caged collocation installations over 100 square feet, USW reserves the right to reclaim the unused portion and allocate it to another Co-Provider if a request is pending and an out of space condition exists in that Central Office, provided that the space granted to the Co-Provider shall not be less than 100 square feet unless agreed to by both Parties.

(D)4.4 Pathnet's leased floor space will be separated from other Co-Providers and USW space through a cage enclosure unless the space is provided under a shared space Collocation arrangement in which case there will not be any cage delineation. USW will construct the cage enclosure. All Pathnet equipment placed will meet NEBS Level 1 standards, will be installed in accordance with USW Technical Publications 77390 and 77367, and will comply with any local, state, or federal regulatory requirements in effect at the time of equipment installation or that subsequently become effective. These two Technical Publications must be in the possession of Pathnet and its agents at the site during all work activities.

(D)4.5 USW will designate and design the floor space within each Wire Center which will constitute Pathnet's leased space.

(D)4.6 When USW constructs the Caged Physical space, USW will ensure that the necessary construction work (racking, ducting, caging, grounding, terminations, environmental designs, AC and DC power, etc.) is performed to build Pathnet's leased physical space and the riser from the vault to the leased physical space, pursuant to Technical Publication 77350.

(D)4.7 Pathnet owns and is responsible for the installation, maintenance and repair of its telecommunications equipment located within the physically collocated space rented from USW.

(D)4.8 Shared Space Caged and Cageless Physical Collocation are covered in subsequent Sections of this Agreement.

(D)4.9 For Collocation entrance facilities, USW will extend USW-provided and owned fiber optic cable from the POI to Pathnet's leased physical space. Pathnet will procure, install and maintain all fiber optic facilities up to the USW designated POI.

(D)4.10 Testing of the completed Collocation components will be performed. USW will test to the demarcation points of its portion of affected circuits. Subsequent joint testing between the Parties will be conducted in accordance with the rates and terms of this Agreement.

(D)4.11 If, during installation, USW determines Pathnet activities or equipment do not comply with the NEBS standards listed in this Section or are otherwise unsafe, non-standard or in violation of any applicable laws or regulations, USW has the right to stop all Collocation work until the situation is remedied. If such conditions pose an immediate threat to the safety of USW employees, interfere with the performance of USW's service obligations, or pose an immediate threat to the physical integrity of the conduit system, cable facilities or other equipment in the Central Office, USW may perform such work and/or take action as is necessary to correct the condition at Pathnet's expense.

(D)4.12 If, at any time, USW determines that the equipment or the installation does not meet technical standard requirements, Pathnet will be responsible for the costs associated with the removal (should Pathnet opt for removal as resolution), modification to, or installation of the equipment to bring it into compliance. If Pathnet fails to correct any non-compliance within fifteen (15) calendar days of written notice of non-compliance, USW will have the equipment removed or the condition corrected at Pathnet's expense.

(D)5. Collocation Terms and Conditions - Cageless Physical Collocation

(D)5.1 Pathnet owns and is responsible for the installation, maintenance and repair of its telecommunications bays and equipment located within the space leased from USW. Pathnet may access its own Collocated equipment.

(D)5.2 Requests for multiple bay space will be provided in adjacent bays where possible. When contiguous space is not available, bays may be commingled with other Co-Providers' equipment bays. Pathnet may request through the USW Space Reclamation Policy, a price quote to rearrange USW equipment to provide Pathnet with adjacent space.

(D)5.3 All equipment placed will be subject to random audits conducted by USW. These audits will determine whether the equipment meets the standards

required by this Agreement. Pathnet will be notified of the results of this audit and shall rectify all non-conformities within thirty (30) calendar days of notification. All non-conforming items remaining after this thirty (30) day period may be rectified by USW and the cost assessed to Pathnet.

(D)6. Rate Elements - All Collocation

(D)6.1 USW will recover Collocation costs through both recurring and nonrecurring charges. The charges are determined by the scope of work to be performed based on the information provided by Pathnet on the Collocation Order Form. If feasibility determines space is available, a quote is then developed by USW for the work to be performed.

(D)6.2 The following elements as specified in Part H of this Agreement are used to develop a price quotation in support of Collocation.

(D)6.3 Quote Preparation Fee. A non-refundable charge for the work required to verify space and develop a price quote for the total costs to Pathnet for its Collocation request. The QPF is not credited against the total nonrecurring charges of the job and recovers the engineering and processing costs of the order.

(D)6.4 Collocation Entrance Facility Charge. Depending on the number of Entrance Facilities requested (single or dual) the Entrance Facility charge is applied per fiber pair. At each entrance Pathnet will deliver a minimum 12 strand fiber cable to the USW POI. The facilities from the POI to the collocated equipment are owned, provided, engineered, installed and maintained by USW. The Collocation Entrance Facility includes riser, racking, fiber placement, splicing, entrance closure, conduit/innerduct, and core drilling.

(D)6.5 Cable Splicing Charge. Represents the labor and equipment to perform a subsequent splice to Pathnet provided fiber optic cable after the initial installation splice. Includes per-setup and per-fiber-spliced rate elements.

(D)6.6 -48 Volt DC Power Charge. Provides -48 volt DC power to Pathnet collocated equipment. Charged on a per ampere basis.

(D)6.7 -48 Volt DC Power Cable Charge. Provides for the transmission of -48 volt DC power to the collocated equipment. It includes engineering, furnishing and installing the main distribution bay power breaker, associated power cable, cable rack and local power bay to the closest power distribution bay. It also includes the power cable (A and B feeds) from the local power distribution bay to the leased physical space (for Cageless or Caged Physical Collocation) or to the collocated equipment (for Virtual Collocation). Charged per A and B feeder, per foot.

(D)6.8 Inspector Labor Charge. Provides for USW qualified personnel, acting as an inspector, when Pathnet requires access to the POI after the initial installation. A call-out of an inspector after business hours is subject to a minimum charge

of three (3) hours. The minimum call-out charge shall apply when no other employee is present in the location, and an 'off-shift' USW employee (or contract employee) is required to go 'on-shift' on behalf of Pathnet.

(D)6.9 Channel Regeneration Charge. Required when the distance from the leased physical space (for Caged Physical Collocation or Cageless Physical Collocation) or from the collocated equipment (for Virtual Collocation) to the USW network is of sufficient length to require regeneration. The cost associated with regeneration will be borne by Pathnet.

(D)6.10 Cross-Connect Terminations

(D)6.10.1 If USW provides the equipment cable for Pathnet, terminations of that cable, including hardware and installation, will be provided in the following increments:

DS0 - In blocks of 100 terminations.
DS1 - In increments of 28 terminations
DS-3 - In increments of 1 coax pair
OCn Level Terminations - In increments of 1 fiber pair

These elements include USW provided equipment cables, terminating blocks, installation labor and associated racking required between Pathnet collocated equipment and the appropriate cross-connect device.

(D)6.10.2 If Pathnet elects to provide the equipment cable, rates are applied on a per termination basis for DS0, DS1, and DS3s as shown below:

DS0 Per Termination
DS1 Per Termination
DS3 Per Termination
OCn Level Per Termination

These elements include USW provided termination blocks, installation labor and associated racking between Pathnet collocated equipment and the appropriate cross-connect device .

(D)6.11 Collocation Cable Racking. A charge for cable racking required for placement of Pathnet's supplied equipment cables from its equipment to the appropriate cross-connect device which is provided in conjunction with the DS0, DS1, DS3 and OCn terminations. Cable Racking is assessed on a per foot charge based on number of cable pairs terminated at the various cross-connect devices.

(D)6.12 Collocation Grounding Charge. A charge associated with providing grounding for Pathnet's cage enclosure and equipment. Recurring and nonrecurring charges are assessed per foot to Pathnet's cage enclosure or common space

where required.

(D)6.13 Heating and Air Conditioning Charge. Environmental temperature control required for proper operation of electronic telecommunications equipment.

(D)6.14 Security Charge- The keys/card readers and video cameras as may be required for Pathnet access to the USW Central Office for the purpose of Collocation. Flat rate charges are assessed per Pathnet, per each USW Central Office to which access is required. If Pathnet desires to enter unauthorized area and an escort is required, additional charges will apply.

(D)7. Rate Elements – Virtual Collocation

The following rate elements apply uniquely to Virtual Collocation.

(D)7.1 Maintenance Labor -- Provides for the labor necessary for repair of out of service and/or service-affecting conditions and preventative maintenance of Pathnet virtually collocated equipment. Pathnet is responsible for ordering and delivering maintenance spares. USW will perform maintenance and/or repair work upon receipt of the replacement maintenance spare and/or equipment from Pathnet. A call-out of a maintenance technician after business hours is subject to a minimum charge of three (3) hours.

(D)7.2 Training Labor -- Provides for the billing of vendor-provided training for USW personnel on a metropolitan service area basis, necessary for Pathnet virtually collocated equipment which is different from USW provided equipment. USW will require three USW employees to be trained per metropolitan service area in which Pathnet virtually collocated equipment is located. If, by an act of USW, trained employees are relocated, retired, or are no longer available, USW will not require Pathnet to provide training for additional USW employees for the same virtually collocated equipment in the same metropolitan area.

(D)7.3 Equipment Bay -- Provides mounting space for Pathnet virtually collocated equipment. Each bay includes the 7 foot bay (or metric equivalent), its installation, and all necessary environmental supports. Mounting space on the bay, including space for the fuse panel and air gaps necessary for heat dissipation is limited to 78 inches. The monthly rate is applied per shelf.

(D)7.4 Engineering Labor -- Provides the planning and engineering of Pathnet virtually collocated equipment at the time of installation, change or removal.

(D)7.5 Installation Labor -- Provides for the installation, change or removal of Pathnet virtually collocated equipment.

(D)8. Rate Elements - Caged Physical Collocation

(D)8.1 Cage Enclosure. The Cage Enclosure element includes the material and labor to construct the enclosure. Pathnet may choose from USW approved contractors to construct the cage, in accordance with USW's installation

Technical Publication 77350. It includes a nine foot cage enclosure available in increments of 100, 200, 300 or 400 square feet, (or other size mutually agreed to), air conditioning (to support Pathnet loads specified), lighting (not to exceed 2 watts per square foot), and convenience outlets (3 per cage or number required by building code). Pricing for the Cage Enclosure will be provided on an individual basis due to the uniqueness of Pathnet's requirements, Central Office structure and arrangements.

(D)8.2 Floor Space Lease. Provides the monthly lease for the leased physical space, property taxes and base operating cost without -48 volt DC power. Includes convenience 110 AC, 15 amp electrical outlets provided in accordance with local codes and may not be used to power telecommunications equipment or -48 volt DC power generating equipment. Also includes maintenance for the leased space; provides for the preventative maintenance (climate controls, filters, fire and life systems and alarms, mechanical systems, standard HVAC); biweekly housekeeping services (sweeping, spot cleaning, trash removal) of USW Wire Center areas surrounding the leased physical space and general repair and maintenance. The Floor Space Lease includes required aisle space on each side of the cage enclosure, as applicable.

(D)8.3 AC Power Charge- Standard AC outlet used by Pathnet for the purpose of powering test equipment, tools etc.

(D)8.4 Grounding Charge- Used to connect the Central Office common ground to Pathnet's equipment.

(D)9. Rate Elements - Cageless Physical Collocation

The supporting structure and rate elements for Cageless Physical Collocation are the same as Caged Physical Collocation, excluding the nonrecurring cage enclosure and grounding charge. The minimum square footage is 9 square feet per bay. AC power outlet will be provided to every other bay in the lineup. In those instances where single bays are requested and placed, the single bay will have its own AC outlet.

(D)10. Rate Elements - ICDF Collocation

(D)10.1 The nonrecurring rates for the appropriate cross-connect device recover USW's investment (including engineering and installation) for all DS0, DS1, DS3 terminations, including tie cables, appropriate cross-connect device terminations, and terminations on the applicable USW frame.

(D)10.2 The recurring rate element for the appropriate cross-connect device recovers USW's expense for the maintenance and administration for all DS0, DS1, DS3 terminations, including tie cables, appropriate cross-connect device terminations, and termination on the applicable USW frame.

(D)11. Ordering - Virtual Collocation

(D)11.1 Upon receipt of a Collocation Order Form and QPF, USW will perform a feasibility study to determine if adequate space can be found for the placement of Pathnet's equipment within the Central Office. The feasibility study will be completed within seven (7) calendar days of receipt of the QPF. If space is available, USW will develop a price quotation within thirty-five (35) calendar days of completion of the feasibility study. Subsequent requests to augment an existing Collocation also require receipt of a Change Order Form and QPF. Adding plug-ins, e.g., DS1 or DS3 cards to existing Virtually Collocated equipment will be processed with a shorter interval.

(D)11.2 Virtual Collocation price quotes will be honored for thirty (30) calendar days from the date the quote is provided to Pathnet. During this period the Collocation entrance facility and space is reserved pending Pathnet's approval of the quoted charges. If Pathnet agrees to terms as stated in the Collocation Price Quote, Pathnet must respond within 30 calendar days with a signed quote, a down payment check for 50% down of the quoted charges and proof of insurance. Under normal conditions, USW will complete the installation within ninety (90) calendar days from receipt of Pathnet's equipment provided that space and power is available. Depending on specific Wire Center conditions, shorter intervals may be available. Any portions that cannot be completed within ninety (90) calendar days will be negotiated with Pathnet on an individual case basis. The installation of line cards and other minor modifications shall be performed by USW on shorter intervals and in no instance shall any such interval exceed thirty (30) calendar days. Final Payment is due upon completion. Recurring monthly charges for the Collocation commences upon completion of the Collocation.

(D)12. Ordering - Caged Physical Collocation

(D)12.1 Upon receipt of a Collocation Order Form and QPF, USW will perform a feasibility study to determine if adequate space can be found for the placement of Pathnet's equipment within the Central Office. The feasibility study will be provided within ten (10) calendar days from date of receipt of the QPF. If Collocation entrance facilities and office space are found to be available, USW will develop a quote for the supporting structure within thirty-five (35) calendar days of providing the feasibility study. Caged Physical Collocation price quotes will be honored for thirty (30) calendar days from the date the quote is provided. Upon receipt of the signed quote, 50% down and proof of insurance, space will be reserved and construction by USW will begin. The cage will be available to Pathnet for placement of its equipment within ninety (90) calendar days of receipt of the 50% down payment. Depending on specific Wire Center conditions, shorter intervals may be available. Final payment is due upon completion of work. Recurring monthly charges for the Collocation commence upon the completion of the Collocation.

(D)12.2 Due to variables in equipment availability and scope of the work to be performed, additional time may be required for implementation of the structure

required to support the Collocation request. Examples of structure that may not be completed within ninety (90) calendar days may include additional time for placement of a POI, DC power upgrades and space reclamation required to meet Pathnet's Collocation request.

(D)13. Ordering - Cageless Physical Collocation

(D)13.1 Upon receipt of a Collocation Order Form and QPF, USW will perform a feasibility study to determine if adequate space can be found for the placement of Pathnet's equipment within the Central Office. The feasibility study will be provided within ten (10) calendar days from date of receipt of the Collocation Order Form and QPF. If Collocation entrance facilities and office space are found to be available, USW will develop a quote for supporting structure within thirty-five (35) calendar days of providing the feasibility study. Cageless Physical Collocation price quotes will be honored for thirty (30) calendar days from the date the quote is provided. If Pathnet agrees to terms as stated in the Collocation Price Quote, Pathnet must respond within thirty (30) calendar days with a signed quote, a check for 50% of the quoted charges and proof of insurance. Upon receipt of the signed quote, 50% payment and proof of insurance, construction by USW will begin. The cageless, physical space including equipment bays provided by Pathnet and associated apparatus provided by USW, will be available to Pathnet for placement of its equipment within ninety (90) calendar days of receipt of the 50% down payment. Depending on specific Wire Center conditions, shorter intervals may be available. Final payment is due upon completion of work. Recurring monthly charges for the Collocation commence upon the completion of the Collocation.

(D)13.2 Due to variables in equipment availability and scope of the work to be performed, additional time may be required for implementation of the structure required to support the Collocation request. Examples of structure that may not be completed within ninety (90) calendar days may include additional time for placement of a POI, DC power upgrades and space reclamation required to meet Pathnet's Collocation request.

(D)14. Ordering - ICDF Collocation

(D)14.1 Upon receipt of a Collocation Order Form, USW will verify if ICDF capacity is available at the requested Central Office. Verification of cross-connection capacity will be completed within seven (7) calendar days. USW will develop a cost quotation for the requested Collocation within thirty-five (35) calendar days from verification. Should the requested Central Office require additional cross-connection capability for capacity, USW will make such additional capacity available as soon as reasonably possible.

(D)14.2 Within thirty-five (35) calendar days of the receipt by USW from Pathnet of a request for appropriate cross-connect device and tie cable capacity, USW will provide Pathnet with a quotation for all recurring, nonrecurring and construction charges associated with the request. The estimated date of the appropriate cross-connect device availability will also be included.

(D)14.3 Within thirty (30) calendar days of USW providing the quotation, Pathnet will accept or reject the quotation. Acceptance shall require payment to USW of fifty percent of the nonrecurring and construction charges provided on the quotation.

(D)14.4 As part of the ordering process, Pathnet will provide at a minimum an eighteen month non-binding forecast for each Wire Center in which it intends to utilize the appropriate cross-connect device. Included in this forecast will be the termination type (DS0, DS1, DS3) and the quantity of each termination required. Appropriate cross-connect device terminations must be ordered in multiples of the following quantities:

100 DSO terminations
28 DS1 terminations
1 DS3 termination

(D)15. Ordering - All Collocation

(D)15.1 Any changes or modifications requested by Pathnet, which require significant additional engineering subsequent to its initial order, as to the type and quantity of equipment or other aspects of the original Collocation request, must be submitted with a subsequent QPF and Collocation Change Form. Such requests will cause the original Collocation job to vary from the committed ready for service date.

(D)15.2 Any changes or modifications not requiring significant additional engineering shall be submitted on a Collocation Change Form, but will not require a QPF.

(D)15.3 The Parties will conduct a conference call during the thirty-five (35) day Quote Preparation period to ensure agreement as to the items on the Collocation Order Form.

(D)16. Billing - All Collocation

(D)16.1 Upon completion of the Collocation construction activities and payment of the remaining nonrecurring balance, USW will provide Pathnet a completion package that will initiate the recurring Collocation charges. USW will begin billing the monthly recurring charges stated in the quote and completion package.

(D)16.2 In the event USW has completed all associated construction activities and Pathnet has not completed its associated activities (e.g., delivering fiber to the POI, providing tie cables for connecting to the distribution frames, etc.), and provided that no such Pathnet delays are directly caused by any act or omission of USW in the provision of information necessary to complete the engineering necessary to bring Pathnet's fiber to the POI, USW will begin billing for all monthly Collocation charges. When Pathnet is ready to complete its activities, final test and turn-up will be performed under the maintenance and repair process contained herein.

(D)17. Billing - Virtual Collocation

Virtual Collocation will be considered complete when the POI has been constructed, the shared fiber Collocation entrance facility has been provisioned, and the collocated equipment has been installed. Cooperative testing between Pathnet and USW may be negotiated and performed to ensure continuity and acceptable transmission parameters in the facility and equipment. Any additional joint testing can be provided under rates and terms specified in this Agreement.

(D)18. Billing - Caged and Cageless Physical Collocation

Upon completion of USW construction activities and Pathnet payment of the remainder of the nonrecurring charges, USW will allow Pathnet access to the Collocation space. USW will activate monthly billing for the leased space and turn over access to the space with all security and access privileges. Pathnet will sign off on the completion of the physical space via the Caged or Cageless Physical Collocation completion package. Pathnet may then proceed with the installation of its equipment in the Collocation space. Once Pathnet's equipment has been installed and cable is provided for Pathnet's equipment terminations, USW will complete all remaining work activities.

(D)19. Maintenance and Repair

(D)19.1 Virtual Collocation

(D)19.1.1 Maintenance Labor, Inspector Labor, Engineering Labor and Equipment Labor business hours are considered to be Monday through Friday, 8:00am to 5:00pm (local time) and after business hours are after 5:00pm and before 8:00am (local time), Monday through Friday, all day Saturday, Sunday and holidays.

(D)19.1.2 Installation and maintenance of Pathnet's virtually collocated equipment will be performed by USW or a USW authorized vendor.

(D)19.1.3 Upon failure of Pathnet's virtually collocated equipment, Pathnet is responsible for transportation and delivery of maintenance spares to USW at the Wire Center housing the failed equipment. Pathnet is responsible for purchasing and maintaining a supply of spares.

(D)19.2 Caged Physical Collocation

Pathnet is solely responsible for the maintenance and repair of its equipment located within Pathnet's caged space. If two or more Co-Providers agree to a Shared Space Caged Physical Collocation arrangement, such collocators are solely responsible for any and all maintenance, security and repair arrangements necessitated by such sharing. USW assumes no liability for any damages of any kind relating to Shared Space Caged Physical Collocation or related personnel disputes among the parties to those arrangements.

(D)19.3 Cageless Physical Collocation

Pathnet is solely responsible for the maintenance and repair of its equipment located within Pathnet's cageless physical space.

(D)19.4 ICDF Collocation

Pathnet is responsible for block and jumper maintenance at the appropriate cross-connect device and using correct procedures to dress and terminate jumpers on the appropriate cross-connect device, including using fanning strips, retaining rings, and having jumper wire on hand, as needed. Additionally, Pathnet is required to provide its own tools for such operations.

PART E - UNBUNDLED NETWORK ELEMENTS (UNEs)

(E)1. General Terms

(E)1.1 Pathnet may order access to USW UNEs via Caged Physical, Shared Physical Caged, Cageless Physical, Virtual or ICDF Collocation. This access allows Pathnet to connect UNEs to other USW or Pathnet's own network elements for the purpose of offering telecommunications services. Pathnet will utilize the ICDF, as provided in Part D, to access USW UNEs in USW's Wire Center. Pathnet is responsible for connecting USW UNEs or connecting UNEs to its own network.

(E)1.2 Pathnet may connect a finished service to UNEs or any other element if the combination occurs in a Physical Collocation space. Finished services terminate in the Collocation space, not on the ICDF.

(E)1.3 Pathnet may connect UNEs in any technically compatible manner. USW will provide Pathnet with the same features, functions and capabilities of a particular element that USW provides to itself, so that Pathnet can provide any Telecommunications Services that can be offered by means of the element. Pathnet may request additional features, functions and capabilities through the BFR process as explained in Part G of this Agreement.

(E)1.4 USW provides UNEs on an individual basis. Pathnet is responsible for the end-to-end transmission and circuit functionality.

(E)1.5 Installation intervals for UNEs are provided in USW's Interconnect & Resale Resource Guide. USW shall use reasonable efforts to notify Pathnet of increases in installation intervals.

(E)1.6 Maintenance and Repair Center contact telephone numbers are provided in the Interconnect & Resale Resource Guide which is located on the USW Web site.

(E)1.7 In order to properly maintain and modernize the network, USW 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. Changes that affect network interoperability require advance notice pursuant to the Notice of Changes Section of this Agreement.

(E)1.8 The Expanded Interconnection Channel Termination (EICT) is ordered in conjunction with a UNE. The EICT is a recurring charge for the tie pair that enable connectivity between the ICDF and various locations within USW's Central Office for access to USW UNEs. The EICT may be ordered per termination.

(E)1.9 Scope of USW's Unbundling Obligations

(E)1.9.1 The Parties have agreed to the terms and conditions for access to UNEs based in large part on the existing law, rules, regulations, and interpretations thereof regarding USW's unbundling obligations in effect as of the date of this Agreement (the "Existing Unbundling Rules"). Among these Existing Unbundling Rules are or could be certain arbitration decisions by the Commission and certain FCC rules and orders, all of which are or may be affected by the Supreme Court's decision in AT&T Corp. v. Iowa Utils. Board, 119 S. Ct. 721 (1999).

(E)1.9.2 USW enters into this Agreement without prejudice to its right to challenge the Existing Unbundling Rules before any court, agency or other forum of competent jurisdiction. Nothing in this Agreement shall preclude or estop USW from taking any position in any forum concerning the effect, interpretation, or validity of any Existing Unbundling Rules, nor shall anything in this Agreement preclude or estop USW from asserting that the Existing Unbundling Rules should be changed, vacated, dismissed, stayed, or modified. Nothing in this Agreement shall be deemed to be an admission by USW concerning the effect, interpretation, or validity of the Existing Unbundling Rules, nor shall anything in this Agreement be deemed to be an admission concerning whether the Existing Unbundling Rules should be changed, vacated, dismissed, stayed, or modified.

(E)1.9.3 To the extent that the Existing Unbundling Rules are changed, vacated, dismissed, stayed, or modified, this Agreement shall be amended to incorporate such changes in accordance with Section (A)1.2 of this Agreement. Consistent with the obligation to negotiate amendments to Agreement pursuant to Section (A)1.2, USW shall have no ongoing obligation under this Agreement as amended (1) to provide access to any network element which USW has no obligation to unbundle under a final, enforceable FCC rule identifying specific unbundling requirements; (2) not to separate any network elements which USW has no obligation to provide under a final, enforceable FCC rule identifying specific unbundling requirements; (3) not to separate any network elements which USW has no obligation not to separate under a final, enforceable rule regarding combinations of network elements; or (4) to combine or perform the functions necessary to combine any network elements, whether or not they are ordinarily combined in USW's network.

(E)1.9.4 It is expressly understood that, as a result of the Supreme Court's decision to vacate FCC Rule 51.319, AT&T Corp. v. Iowa Utils. Board, 119 S. Ct. 721 (1999), once the Eighth Circuit's mandate is issued, there will be no FCC rule identifying any specific unbundling requirements. USW shall have no obligation to combine or not to

separate any network elements, whether or not they are ordinarily combined in USW's network.

(E)1.9.5 To the extent that USW provides Pathnet access to any network element in any manner, USW does so without prejudice to any position USW takes in any forum, including but not limited to USW's position that the network element does not satisfy the "necessary" and "impair" access standard of 47 U.S.C. § 251(d)(2).

(E)1.10 Part H of this Agreement contains the rates for Unbundled Network Elements.

(E)2. Unbundled Dedicated Interoffice Transport

(E)2.1 Description

(E)2.1.1 Unbundled Dedicated Interoffice Transport (UDIT) provides Pathnet with a network element of a single transmission path between USW Wire Centers in the same LATA and state, except where UDIT is requested by Pathnet for access between two USW central offices one in each of two states. In such case, Pathnet will have an Interconnection agreement in each of the states and a Collocation in each of the two USW central offices. UDIT is a bandwidth-specific interoffice transmission path designed to a DSX panel (or equivalent) in each USW Wire Center. Pathnet must have a presence in the USW Serving Wire Center and have requested termination capacity through the Collocation process. UDIT is available in DS0, DS1, DS3, OC-3, OC-12 where facilities are available. UDIT at higher bandwidth levels (OCx) may be requested via the BFR process. UDIT is distance sensitive and is for the sole use of Pathnet. Pathnet can assign channels and transport its choice of voice or data. UDIT is a point-to-point service and not a self healing product. Specifications, interfaces and parameters are described in Technical Publication 77389B (or C).

(E) 2.1.2 Unbundled Multiplexer is offered as a stand alone element associated with UDIT. A 3/1 Multiplexer provides Pathnet with the ability to de-multiplex the DS3 44.736 Mbps signal to 28 DS1 1.544 Mbps channels. The 3/1 Multiplexer includes a DS3 terminated at a DS3 ICDF Frame and 28 DS1s terminated at the DS1 ICDF Frame. A 1/0 Multiplexer provides Pathnet with the ability to de-multiplex the DS1 1.544 Mbps signal to 24 DS0 64 Kbps channels. The 1/0 Multiplexer includes a DS1 terminated at a DS1 ICDF Frame and 24 DS0s terminated at the intermediate distribution frame. Additional Multiplexing offerings may be requested by Pathnet through the BFR process.

(E)2.1.3 Extended UDIT (E-UDIT) provides Pathnet with an Unbundled Network Element that is a band-width specific transmission path

between a USW Wire Center and the Wire Center of Pathnet or an Interexchange Carrier IXC POP within the same USW Serving Wire Center area. E-UDIT is available in DS1, DS3, OC-3 and OC-12 where USW facilities exist sufficient to carry the desired bandwidth and must be joint-engineered with USW. E-UDIT is a dedicated service for the sole use of the Pathnet. The E-UDIT may be used for voice or data traffic but may not be used for bypass of toll or access charges, unless expressly authorized by the FCC or Commission. One end of the E-UDIT must terminate in the local USW Serving Wire Center. This termination will be at the appropriate cross-connect frame. Pathnet must have a presence in the USW Serving Wire Center and have requested termination capacity through the Collocation process. E-UDIT is a point-to-point service and not a self healing product. Associated rates are not distance sensitive. Specifications, interfaces and parameters are described in Technical Publication 77389C.

(E) 2.1.4 Meet Point Unbundled Dedicated Interoffice Transport (UDIT) provides Pathnet with a network element of a single transmission path between a USW Wire Center and a mutually agreed meet point with another ILEC not in USW territory. Pathnet must have a presence in the USW office and have requested termination capacity through the Collocation process. Pathnet orders the UDIT from a local USW Wire Center to another ILEC office not in USW territory. USW provides the interoffice facility up to the meet point and the jumpers to the tie cable at the DSX in the USW Wire Center. It is Pathnet's responsibility to design from the DSX to the ICDF (and on to whatever connection is planned in the Wire Center). Pathnet can assign channels and transport its choice of voice or data. Specifications, interfaces and parameters are described in Technical Publication 77389C. It does not offer metallic-based functions.

(E)2.2 Terms and Conditions

(E)2.2.1 Pathnet is responsible for performing cross connections between UDIT, E-UDIT and other UNEs and transmission design work including regeneration requirements for such connections.

(E)2.2.2 For the 3/1 Multiplexer, Pathnet must order all multiplexing elements and requirements at the initial installation, including all 28 DS1s and the settings on the multiplexer cards. If options are not selected and identified on the order by Pathnet, the order will be held until options are selected. For the 1/0 Multiplexer, the low side channels may be ordered as needed.

(E)2.2.3 For DS-1 E-UDIT, USW may provide facilities to the other carrier's Wire Center to provide a joint-engineered DS1 signal. The E-UDIT handed off to the other carrier will be that ordered by Pathnet. For

E-UDIT above DS-1, USW provides an Optical Interface at the location requested by Pathnet. This Interface will be on a FDP provided by USW and placed where approved by the other carrier and building owner. In the case of the IXC E-UDIT, the space must be provided by the IXC carrier.

Another E-UDIT option is that USW meets the other carrier at a mutually agreed upon location for the convenience of both carriers, without affecting the rates. Each carrier provides all facilities and equipment on its side of the meeting point. USW and the other carrier will jointly engineer the facility and meet with an agreeable type. The meet point facility may be handed off at the requested rate (e.g.,DS3) or may be a splice depending upon agreement. Where a third carrier is involved, the E-UDIT handed off to Pathnet by USW and/or the other carrier will be that ordered by Pathnet. USW will designate which channel on the facility will carry the E-UDIT.

E-UDIT is intended to be transport between the appropriate USW Serving Wire Center and another carrier's Wire Center in the same LATA, in the same state, distinct from an end user and within USW territory; except, however, Pathnet may request E-UDIT between a USW Serving Wire Center and another carrier's Serving Wire Center located in a different state, providing that both ends of the E-UDIT fall within the same LATA. E-UDIT cannot traverse a USW Wire Center. The location of the other carrier will be considered a carrier Wire Center only if it meets certain criteria: 1) Its location has V&H coordinates; 2) The Wire Center contains a device that switches traffic, or a node leading to such a switch; 3) The switch is registered with a CLLI code listed in the LERG.

Pathnet is responsible for design between any DSX and the ICDF (and on to whatever connection is planned) at the USW Wire Center and for design beyond the DSX or equivalent at Pathnet or IXC Wire Center. USW will cooperate with the other carrier to test the E-UDIT circuit, but USW is not responsible for end-to-end testing if E-UDIT is cross-connected to another element.

Pathnet places its own equipment and joint engineering applies to all E-UDIT.

If facilities do not exist at the time of order, the Pathnet may request an inquiry through an AQCB (Special Assembly) process by the Account Team. AQCB is required for a meet point. The request for construction will be reviewed by the USW funding committee to determine the assignment of costs. Pathnet shall pay USW for all non-reusable construction costs.

(E) 2.2.4 Meet Point billing is implemented when the UDIT goes from a USW Wire Center to another ILEC not in USW territory. The arrangement may require new contract negotiations with the ILECs involved. A billing percentage will be applied according to mileage.

USW and the other ILEC will determine the manner in which the UDIT signal is transported between offices and the meet point methods. In general, for USW to provide UDIT requires that the interoffice facilities carry traffic at least one step higher.

(E)2.3 Rate Elements

(E)2.3.1 DS1 UDIT

(E)2.3.1.1 DS1 Transport Termination (Fixed)

A network element consisting of a 1.544 Mbps termination at a DSX or DCS and providing a connection between the interoffice transport facility and other network elements. It must be ordered with a DS1 Transport.

(E)2.3.1.2 DS1 Transport Facilities (Per Mile)

An interoffice transport network element providing a transmission path up to 1.544 Mbps between USW Central Offices. 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.

(E)2.3.1.3 DS1 Non-Recurring Termination

One-time charges apply for a specific work activity associated with installation of the DS1 termination service.

(E)2.3.2 DS3 UDIT

(E)2.3.2.1 DS3 Transport Termination (Fixed)

A network element consisting of a 44.736 Mbps termination at a DSX or DCS and providing a connection between the interoffice transport facility and other network elements. It must be ordered with a DS3 transport.

(E)2.3.2.2 DS3 Transport Facilities (Per Mile)

An interoffice transport network element providing a transmission path up to 44.736 Mbps between USW Central Offices. 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.

(E)2.3.2.3 DS3 Non-Recurring Termination

One-time charges apply for a specific work activity associated with installation of the DS3 termination service.

(E)2.3.3 DS0 UDIT

(E)2.3.3.1 DS0 Transport Termination (Fixed)

A network element consisting of a 64 Kbps termination at an intermediate distribution frame and providing a connection between the interoffice transport facility and other network elements. It must be ordered with a DS0 transport.

(E)2.3.3.2 DS0 Transport Facilities (Per Mile)

An interoffice transport network element providing a transmission path up to 64 Kbps between USW Central Offices. 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.

(E)2.3.3.3 DS0 Non-Recurring Termination

One-time charges apply for a specific work activity associated with installation of the DS0 termination service.

(E)2.3.3.4 Low Side Channelization (LSC)

A recurring charge for low side multiplexed channel cards and settings at each end of the DS0 UDIT.

(E)2.3.4 OC-3 UDIT

(E)2.3.4.1 OC-3 Transport Termination (Fixed)

A network element consisting of a 155.52 Mbps termination at a FDP and providing a connection between the interoffice transport facility and other network elements. It must be ordered with an OC-3 Transport.

(E)2.3.4.2 OC-3 Transport Facilities (Per Mile)

An interoffice transport network element providing a transmission path up to 155.52 Mbps between USW Central Offices. This is a mileage sensitive element based on the V&H coordinates of the OC-3 UDIT. The mileage is calculated between the originating and terminating offices.

(E)2.3.4.3 OC-3 Non-Recurring Termination

One-time charges apply for a specific work activity associated with installation of the OC-3 termination service.

(E)2.3.5 OC-12 UDIT

(E)2.3.5.1 OC-12 Transport Termination (Fixed)

A network element consisting of a 622.08 Mbps termination at a FDP and providing a connection between the interoffice transport facility and other network elements. It must be ordered with a OC-12 transport.

(E)2.3.5.2 OC-12 Transport Facilities (Per Mile)

An interoffice transport network element providing a transmission path up to 622.08 Mbps between USW Central Offices. This is a mileage sensitive element based on the V&H coordinates of the OC-12 UDIT. The mileage is calculated between the originating and terminating offices.

(E)2.3.5.3 OC-12 Non-Recurring Termination

One-time charges apply for a specific work activity associated with installation of the OC-12 termination service.

(E)2.3.6 3/1 Multiplexing

(E)2.3.6.1 Recurring Multiplexing

The DS3 Central Office multiplexer provides de-multiplexing of one DS3 44.736 Mbps to 28 1.544 Mbps channels.

(E)2.3.6.2 Non-Recurring Multiplexing

One-time charges apply for a specific work activity associated with installation of the multiplexing service.

(E)2.3.7 1/0 Multiplexing

(E)2.3.7.1 Recurring Multiplexing

The DS0 Central Office multiplexer provides de-multiplexing of one DS1 1.544 Mbps to 24 64 Kbps channels.

(E)2.3.7.2 Non-recurring Multiplexing

One-time charges apply for a specific work activity associated with installation of the multiplexing service.

(E)2.3.7.3 Low Side Channelization (LSC)

A recurring charge for low side multiplexed channel cards and settings.

(E)2.3.7.4 OCx Multiplexing may be requested by Pathnet via the BFR process.

(E)2.3.8 DS-1 E-UDIT

(E)2.3.8.1 DS-1 Facility

A network element providing a transmission path up to 1.544 Mbps between a USW Central Office Serving Wire Center and Pathnet serving Wire Center or IXC POP. This is a non-mileage sensitive element, regardless of whether a meeting point is established.

(E)2.3.8.2 DS-1 Non-Recurring Termination

One-time charges apply for a specific work activity associated with installation of the DS-1. DS-1 E-UDIT requires coordinated testing.

(E)2.3.9 DS-3 E-UDIT

(E)2.3.9.1 DS-3 Facility

A network element providing a transmission path up to 44.736 Mbps between a USW Central Office Serving Wire Center and Pathnet Serving Wire Center or IXC POP. This is a non-mileage sensitive element, regardless of whether a meeting point is established.

(E)2.3.9.2 DS-3 Non-Recurring Termination

One-time charges apply for a specific work activity associated with installation of the DS-3. DS-3 E-UDIT requires coordinated/cooperative testing.

(E)2.3.10 OC-3 E-UDIT

(E)2.3.10.1 OC-3 Facility

A network element providing a transmission path up to 155.52 Mbps between a USW Central Office Serving Wire Center and Pathnet Serving Wire Center or IXC POP. This is a non-mileage sensitive element, regardless of whether a meeting point is established.

(E)2.3.10.2 OC-3 Non-Recurring Termination

One-time charges apply for a specific work activity associated with installation of the OC-3. OC-3 E-UDIT requires coordinated/cooperative testing.

(E)2.3.11 OC-12 E-UDIT

(E)2.3.11.1 OC-12 Facility

A network element providing a transmission path up to 622.08 Mbps between a USW Central Office Serving Wire Center and Pathnet Serving Wire Center or IXC POP. This is a non-mileage sensitive element, regardless of whether a meeting point is established.

(E)2.3.11.2 OC-12 Non-Recurring Termination

One-time charges apply for a specific work activity associated with installation of the OC-12. OC12 E-UDIT requires coordinated/cooperative testing.

(E)2.3.12 MEET POINT UDIT (DS-0, DS-1, DS-3, OC-3, OC-12)

(E)2.3.12.1 Transport Termination (USW end only)

A network element consisting of the requested Mbps termination at a FDP and providing a connection between the interoffice transport facility and other network elements at the USW Wire Center. Each level (DS-1, DS-3, etc.) is separately priced.

(E)2.3.12.2 Transport Facilities (Per Mile)

A network element providing the requested transmission path between a USW Central Office Serving Wire Center and the meet point. This is the UDIT mileage sensitive element (for DS-1, DS-3, etc.) based on V&H multiplied by a Billing Percentage (BP).

(E)2.3.12.3 Non-Recurring Termination

One-time charges apply for a specific work activity associated with installation of the UDIT. Meet Point UDIT requires coordinated/cooperative testing.

(E)2.3.12.4 Recurring and non-recurring charges for Meet Point UDIT are the same as for the comparable bandwidth of UDIT. Only one EICT is applied for Meet Point UDIT.

(E)2.4 Ordering Process

(E)2.4.1 Ordering processes and installation intervals are contained in the Service Interval Guide. UDIT and E-UDIT are ordered via the ASR process.

(E)2.4.2 UDIT is ordered with basic installation. USW will notify Pathnet when the work activity is complete. Test results performed by USW are not provided to Pathnet, however the UDIT must conform to standards for the particular UDIT. E-UDIT requires coordinated/ cooperative installation and test results will be provided.

(E)2.4.3 UDIT 3/1 multiplexing is provisioned as a complete system with terminations at the high side and low side ICDF frames and all multiplexing cards. Pathnet must order settings for all cards at the time of the multiplexing request.

(E)2.4.4 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 Pathnet at the time of the DS0 order.

(E)2.5 Maintenance and Repair

Unless USW offers test interfaces to Pathnet, the Parties will perform cooperative testing and trouble isolation to identify where trouble points exist. Pathnet cross-connections will be repaired by Pathnet and USW cross-connections will be repaired by USW.

(E)3. Unbundled Loops

(E)3.1 Description

An Unbundled Loop establishes a transmission path between a central office distribution frame (or equivalent) up to, and including, USW'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 the following categories: a) 2-Wire or 4-Wire Analog; b) 2-Wire or 4-Wire Non-Loaded; c) Non-Loaded xDSL capable Loops including 2 wire ADSL. Two (2) Wire HDSL, 4 Wire HDSL, and other Digital specific loops (SDSL, VDSL, etc.) shall be made available to Pathnet as they become available from USW or upon an approved request by Pathnet through the BFR process; d) Digital Capable - Basic Rate ISDN or DS1. USW shall offer to Pathnet any FCC mandated spectrum loop unbundling services in a timely manner as well as any FCC mandated requirements to provide sub-loop unbundling. Pathnet reserves the right to request sub-loop unbundling or any UNE loop type via the BFR process absent any ruling from the Commission or FCC.

(E)3.2 Terms and Conditions

(E)3.2.1 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 configuration, Pathnet must specify the signaling option from among the following: repeat link start, link reverse battery, or ground start. For the four-wire configuration, Pathnet must specify the signaling option. The actual Loop facilities may utilize various technologies or combinations of technologies. If USW uses Integrated Digital Loop Carrier (IDLC) systems to provide the local Loop, to the extent possible, USW will make alternate arrangements to permit Pathnet to order a contiguous unbundled local Loop.

(E)3.2.2 When Pathnet requests a non-loaded Unbundled Loop and there are none available, USW will contact Pathnet to determine if Pathnet wishes to have USW unload a Loop. If the response is affirmative, USW will dispatch a technician to "condition" the loop by removing load coils and excess bridge taps (i.e., "deload" the Loop) in order to provide Pathnet with a Non-Loaded Loop. Pathnet will

be charged the cable unloading and bridge tap removal non-recurring charge in addition to the Unbundled Loop installation nonrecurring charge. 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.

When Pathnet requests, USW will provide non-loaded Unbundled Loops that meet the following design parameters:

1. 2 Wire ADSL Qualified. This loop is a 2 wire non-loaded, twisted copper pair. The upstream and downstream ADSL power spectral density masks and dc line power limits must conform to industry standards.

2. DS1 Capable. This loop type consists of a 4 wire channel that is suitable for the transport of 1.544 Mbps (DS1) digital signals in both directions simultaneously between the USW central office interface and the network interface device at the end user customer location. The unbundled 4 wire digital 1.544 loop may be provided using a variety of loop transmission technologies.

3. 2 Wire ISDN Capable. This loop consists of a 2 wire ISDN basic rate channel between the USW central office interface and the rate demarcation point at the end user customer location. The channel is suitable for the transport of 160 kbps digital signals in both directions simultaneously using 2B1Q line code.

When they become available by USW or upon an approved Pathnet request through the BFR process, USW will provide non-loaded Unbundled Loops that meet the following design parameters:

1. 2 Wire HDSL Capable. This loop is a 2 wire non-loaded, twisted copper pair. The HDSL power spectral density mask and dc line power limits must conform to industry standards.

2. 4 Wire HDSL Capable. This loop consists of two 2 wire non-loaded, twisted copper pairs. The HDSL power spectral density mask and dc line power limits must conform to industry standards.

(E)3.2.3 When Pathnet requests a Basic Rate ISDN capable Loop, USW will dispatch a technician to provide an Extension Technology that may include the placement of repeaters, either Central Office or in the field, or BRITES 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). Pathnet will be charged an Extension Technology recurring charge in addition to

the unbundled Loop recurring charge as specified in Part H of this Agreement.

When Pathnet requests a DS1 Capable Loop, USW will install the electronics at both ends including any intermediate repeaters. The DS1 Capable Loop may also require conditioning, (e.g., removal of loads or bridged tap). If required, Pathnet will be charged a non-recurring charge in addition to the Unbundled Loop recurring charge.

USW reserves the right to limit the provisioning of BRI and/or DS1 capable loops in some areas served by Loop facilities and/or transmission equipment that are not compatible with BRI and/or DS1 service. USW reserves the right to make some cables unavailable to Pathnet based on spectrum management considerations. USW will provide technical documentation to support spectrum management considerations as such technical documentation is developed by USW. USW will comply with Spectrum Management rules issued by the FCC and standards defined by the ANSI Standards Subcommittee T1E1.4.

(E)3.2.4 Pathnet 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.

(E)3.2.4.1 Basic Installation Option for Existing Service

The Basic Installation option may be ordered for existing (reuse) service only. For an existing USW or other Co-Provider end user changing to Pathnet, the Basic Installation option is a "lift and lay" procedure with no associated circuit testing. USW "lifts" the Loop from its current termination and "lays" it on a new termination connecting to Pathnet. USW will notify Pathnet when the work activity is complete.

(E)3.2.4.2 Basic Installation with Performance Testing Option for New Service

The Basic Installation with Performance Testing option may be ordered for new service only. For new service that has not previously existed, USW will complete the circuit wiring per the WORD document and/or the service order. USW 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 Pathnet by USW.

(E)3.2.4.3 Coordinated Installation With Cooperative Testing Option

The Coordinated Installation with Cooperative Testing option may be ordered for new or existing service. For an existing USW or other Co-Provider end user changing to Pathnet, the Coordinated Installation option is a "lift and lay" procedure with cooperative testing. Pathnet 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, Pathnet will provide such information to USW at least 48 hours prior to the desired appointment time. At the appointment time, USW will "lift" the Loop from its current termination and "lay" it on its new termination connecting to Pathnet. USW will complete the required performance tests and perform other testing as requested by Pathnet. Testing requested by Pathnet that exceeds testing requirements contained in USW's Technical Publication 77384 will be billed to Pathnet. Test results will be recorded as benchmarks for future testing and will be forwarded to Pathnet.

(E)3.2.4.4 Coordinated Installation Without Testing for Existing Service

Coordinated Installation without Testing may be ordered for 2-wire analog loop(s). For an existing USW or other Co-Provider end user changing to Pathnet, this option remains a "lift and lay" procedure, but offers Pathnet the ability to coordinate the conversion activity, allowing Pathnet's end user to pre-plan for minimal service interruption. At Pathnet's designated time, USW will contact Pathnet with notification that the work activity is beginning. If no appointment time is specified when the order is initiated, Pathnet will provide such information to USW at least 48 hours prior to the desired appointment time. At the appointment time, USW "lifts" the Loop from its current termination and "lays" it on its new termination connecting to Pathnet. Once the work has been completed USW will notify Pathnet that the "lift and lay" procedure has been completed.

(E)3.2.5 Multiplexing of the Unbundled Loop. Pathnet may order multiplexing for Unbundled Loops under the same multiplexing provisions and pricing as provided in the UDIT Section of this Part E.

(E)3.2.6 Unbundled Loops are provided in accordance with the specifications, interfaces and parameters described in USW's Technical Publication 77384. USW's sole obligation is to provide and maintain Unbundled Loops in accordance with such specifications, interfaces and parameters. USW 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 Pathnet's end user and USW's end office and may vary due to characteristics inherent in the physical network. USW, in order to properly maintain and modernize the network, 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. Changes that affect network interoperability require advance notice pursuant to the Notice of Changes Section of this Agreement.

(E)3.2.7 The Parties will honor the latest dated POA from the end user or its agent. If the latest dated POA has been intentionally submitted in error by either Pathnet or USW, the submitting Party shall be responsible to pay to the other Party slamming charges as set forth in (A)3.3. In the event of such slamming activity by Pathnet and the disconnection of USW service and establishment of service for Pathnet has occurred, Pathnet shall be responsible to USW for non-recurring charges associated with the return of the end user to USW service. In the event of such slamming activity by USW and the disconnection of Pathnet service and establishment of service for USW has occurred, Pathnet shall not be responsible to USW for non-recurring charges associated with the return of the end user to Pathnet service.

(E)3.2.8 Facilities and lines furnished by USW on the premises of Pathnet's end user up to and including the NID or equivalent are the property of USW. USW must have access to all such facilities for network management purposes. USW'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)3.2.9 Unbundled Loops include the facilities between USW distribution frame up to and including USW's NID located at Pathnet's end user premises. The connection between the distribution frame and Pathnet facilities is accomplished via a connection placed by

Pathnet on the ICDF. The tie cables between Pathnet's Collocation, the ICDF and the USW distribution frame are established in conjunction with Pathnet's facility forecast.

(E)3.2.10 Pathnet will be responsible to submit to USW a disconnect order for an Unbundled Loop that is relinquished by the end user due to cessation of service. The Unbundled Loop facility must be returned to USW in the same condition in which it was delivered. In the event of transfer of the end user's service from Pathnet to another Co-Provider, the new Co-Provider will issue a request for transfer of service, resulting in the appropriate disconnection and reconnection of service.

(E)3.3 Rate Elements

The following Unbundled Loop rate elements are contained in Part H of this Agreement.

(E)3.3.1 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 USW 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)3.3.2 Non-Loaded - 2 and 4 wire non-loaded loops and non-loaded digital capable 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 USW CO-NI. Unbundled Non-Loaded Loops use only metallic wire facilities. USW will provide loops that meet the requirements that are identified in USW's technical publications, loops contained in an effective FCC or Commission order, or identified in a USW approved Pathnet BFR request. After these Loops are ordered and the design layout record is reviewed by Pathnet, it is Pathnet's responsibility to determine if the Loop meets the technical parameters set forth by the specific digital service. Charges shall apply for unloading cable pairs in the event that non-loaded Loops are not available.

(E)3.3.3 Digital Capable Loops - Basic rate ISDN and DS1 capable Loops. These Loops should be requested when Pathnet requires that the loops be conditioned for BRI ISDN capable loops or DS1 capable loops. 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 USW CO-NI. 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. USW 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 Pathnet, if necessary, as determined by USW.

(E)3.3.4 Unbundled Loop recurring monthly rates.

(E)3.3.5 Unbundled Loop non-recurring installation charges based on the installation option requested.

(E)3.3.6 DS1 or DS3 Regeneration non-recurring charge as described earlier in this Section.

(E)3.3.7 Conditioning non-recurring charge as described earlier in this Section.

(E)3.3.8 Basic Rate ISDN Extension Technology recurring charge as described earlier in this Section.

(E)3.4 Ordering Process

(E)3.4.1 All Unbundled Loops are ordered via an LSR. Information on completing the LSR is contained in the Interconnect & Resale Resource Guide.

(E)3.4.2 Prior to placing orders on behalf of the end user, Pathnet shall be responsible for obtaining and have in its possession POA as set forth in Part A of this Agreement.

(E)3.4.3 The installation intervals for the Analog, Non-Loaded Loops and Digital Capable Loops are defined in USW's Interconnect & Resale Resource Guide. The interval will start when USW receives a complete and accurate Local Service Request (LSR). This interval may be impacted by order volumes and load control considerations. Refer to USW's Interconnect & Resale Resource Guide when ordering multiple Loops (up to 25) at the same location. If more than twenty-five orders are issued at the same address, the request will be handled on an individual case basis.

(E)3.4.4 When ordering Unbundled Loops, Pathnet is responsible for obtaining or providing facilities and equipment that are compatible with the service.

(E)3.4.5 When applicable, Pathnet will be responsible for providing battery and dial tone to its connection point two business days prior to the due date on the service order.

(E)3.4.6 LSRs are processed through the Interconnect Service Center. Refer to USW's Interconnect & Resale Resource Guide for the appropriate cut-off times for order receipt.

(E)3.4.7 Firm Order Confirmation (FOC) will be sent on all Unbundled Loop firm order requests. Refer to USW's Interconnect & Resale Resource Guide for the FOC interval.

(E)3.4.8 USW will provide Design Layout Records (DLR) on all loop types

(E)3.4.9 USW will provide jeopardy notification that is substantially similar to that provided to USW end users.

(E)3.4.10 USW will provide completion notification that is substantially similar to that provided to USW end users.

(E)3.4.11 Miscellaneous Charges may include Due Date Change Charges, Design Change Charges, Cancellation Charges, Additional Dispatch Charge, Expedite Order Charge, Additional Engineering, Installation Out of Hours, Maintenance of Service, Premises Work Charges, Additional Cooperative Testing, Non-Scheduled Testing, Automatic Scheduled Testing, Cooperative Scheduled Testing, Manual Testing, Manual Scheduled Testing. Rates are contained in the applicable state Tariff.

(E)3.5 Maintenance and Repair

(E)3.5.1 Pathnet 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. Pathnet will perform trouble isolation on the Unbundled Loop and any associated UNEs prior to reporting trouble to USW. USW will work cooperatively with Pathnet to resolve trouble reports when the trouble condition has been isolated and found to be within a portion of USW's network. The Parties will cooperate in developing mutually acceptable test report standards. When the trouble is not in USW's network, Pathnet shall be charged maintenance charges in accordance with the applicable time and materials charges in USW's Tariff.

(E)3.5.2 USW will perform tests to isolate the service trouble. If no trouble is found, USW will notify Pathnet. If the trouble is isolated to the Central Office, or a USW facility, USW will repair, without charge, as long as the trouble is not attributed to Pathnet's Collocation equipment, cabling, and/or cross connects. If the trouble is attributed to Pathnet's Collocation equipment, cabling or cross

connects, USW will notify Pathnet and charges will apply. If the trouble is on the end user's side of the NID, the trouble will be referred back to Pathnet and charges will apply for trouble isolation.

(E)3.5.3 Pathnet will have responsibility for testing its equipment, network facilities and the Unbundled Loop facility. If USW performs tests of the Unbundled Loop facility at Pathnet's request, and the fault is not in USW facilities, a trouble isolation charge shall apply.

(E)4. Network Interface Device (NID)

(E)4.1 Description

The NID provides an interface between USW's loop facility and the end user's inside wire and is considered part of the 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 Pathnet orders unbundled Loops on a reuse basis, the existing drop and USW's NID will remain in place and continue to carry the signal to the end user's equipment.

(E)4.2 Terms and Conditions

(E)4.2.1 If Pathnet intends on placing its own drop, Pathnet will install its own NID. Pathnet will connect its NID to the USW NID by placing a cross-connect between the two. When provisioning a NID to NID connection, Pathnet will isolate the USW facility in the NID by unplugging the modular unit. If Pathnet requires that a non-modular unit be replaced with a modular NID, USW will perform the replacement and charges will be assessed for the NID and time associated with the request. If Pathnet is a facility based provider up to and including its NID, the USW facility currently in place, including the NID, will remain in place. At no time should Pathnet remove any USW facility.

(E)4.2.2 USW will retain sole ownership of the USW NID and its contents on USW's side. USW will not conduct wholesale NID change-outs, or inventory NID locations.

(E)4.3 Rate Elements

(E)4.3.1 If Pathnet requests a non-modular unit to be replaced with a modular NID, USW will do so. Charges will be assessed for the

NID and the technician's installation and travel time. Any costs associated with USW's connection of Pathnet's NID to USW's NID, will be the responsibility of Pathnet. This is a nonrecurring charge and is contained in Part H of this Agreement.

(E)4.3.2 Recurring rates for the NID are contained in Part H. Where no recurring rate is included in Part H, the recurring NID rate is included as part of the Unbundled Loop rate.

(E)4.4 Ordering Process

When Pathnet submits an LSR for an Unbundled Loop, Pathnet will indicate in the Loop Service form if a modular NID is required at the end user's location.

(E)4.5 Maintenance and Repair

If USW 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 Pathnet. If USW is dispatched to an end user's location on a maintenance issue and finds the modular NID to be defective, USW will replace the defective element or, if beyond repair, the entire device.

(E)5. Local Tandem Switching

(E)5.1 Description

(E)5.1.1 The local tandem switching element establishes a temporary transmission path between two other switches, but not including the transport needed to complete the call. The local tandem switching element also includes the functions that are centralized in local tandems rather than in separate end office switches.

(E)5.2 Terms and Conditions

(E)5.2.1 If Pathnet obtains its local tandem switching from a third party tandem provider, tandem to tandem connections will be required between USW and the third party tandem provider.

(E)5.2.2 Port access to the local tandem switch is provided in DS1 increments.

(E)5.3 Rate Elements

(E)5.3.1 A DS1 Trunk Port is a 4-wire DS1 trunk side switch port terminating at a DS1 ICDF (or equivalent connected with an EICT). A non-recurring charge applies to establish the trunk. 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)5.3.2 Tandem switch usage is billed on an originating per minute of use basis on calls transiting the tandem switch.

(E)5.4 Ordering Process

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)6. Local Switching

(E)6.1 Description

The unbundled local switching element includes facilities that are associated with the end office switch (e.g., Port), facilities that are involved with switching the call, access to vertical features (e.g., custom calling), and all minutes of use from the unbundled local switching element, but not including transport from or to the switch. Line and trunk Ports are available.

Line ports include:

Unbundled Analog Line Port
Unbundled BRI ISDN Digital Line Port

Trunk ports include:

Unbundled DS1 Message Trunk Port

The following are attributes of switch Ports:

Telephone Number
Directory Listing
Dial Tone
Signaling (loop or ground start)
On/Off Hook Detection
Audible and Power Ringing
Automatic Message Accounting (AMA) Recording
Access to 911, Operator Services, and Directory Assistance
Blocking Options (900 services)

(E)6.1.1 Unbundled Analog Line Port

The Unbundled Analog line port is a two wire connection from the MDF to the ICDF (or equivalent connected with an EICT) that allows the provisioning of vertical features. A non-recurring charge applies to establish the line side port.

Vertical features are software attributes on end office switches. Vertical features for the Unbundled Analog Line Port are available separately as follows:

Call Hold
Call Transfer
Three Way Calling
Call Pickup
Call Waiting – Terminating/Cancel Call Waiting
Distinctive Ringing
Speed Call Long – Customer Change
Station Dial Conferencing (6-way)
Call Forwarding Busy Line
Call Forwarding Don't Answer
Call Forwarding Variable
Call Forwarding Variable Remote
CLASS – Call Waiting ID
CLASS – Calling Name & Number
CLASS – Calling Number Delivery
CLASS – Calling Number Delivery - Block
CLASS – Continuous Redial
CLASS – Last Call Return
CLASS – Priority Calling
CLASS – Selective Call Forwarding
CLASS – Selective Call Rejection
CLASS – Anonymous Call Rejection
*Automatic Callback Calling/Ring Again
Call Park (Store & Retrieve)
*Dial Call Waiting
*Directed Call Pick Up with Barge In
Message Waiting Indication A/V
*Trunk Answer Any Station

* = Iowa only

Pathnet may request features that are not listed above but are activated in a USW end office on a individual case basis. Pathnet may request features that are not activated in a USW end office using the BFR process. Pathnet may also request additional Port types which support Centrex and the feature sets of the various Centrex types of service including Electronic Tandem Networks and Automatic Route Selection. Pathnet will request Port types which support Centrex feature sets through the BFR process.

(E)6.1.2 Unbundled BRI ISDN Digital Line Port

(E)6.1.2.1 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 USW 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)6.1.2.2 Vertical features are software attributes on end office switches. Vertical features included in the BRI ISDN Digital Line port are as follows:

2 B & D
2 Primary Directory Numbers (PDNs)
Call Appearances – Two per Terminal
Normal Ringing
Caller ID Blocking per call

Pathnet may request features that are not listed above but are activated in a USW end office on a individual case basis. Pathnet may request features that are not activated in a USW end office using the BFR process.

(E)6.1.3 Trunk Ports

(E)6.1.3.1 DS1 Message Trunk Port

An Unbundled DS1 Message Trunk Port is a DS1 trunk side switch port terminating at a DSX1. 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. A non-recurring charge applies to establish the trunk port.

(E)6.1.3.1.1 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)6.1.3.1.2 Requests for establishing new out going 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.

A trunk port will also be provided that supports DID service, that is a trunk port with line treatment. USW will provide further description upon request.

A trunk port will also be provided that supports PRI service with similar functionality as the BRI port service. USW to provide further description upon request

(E)6.2 Terms and Conditions

(E)6.2.1 Pathnet shall be responsible for updating the 911/E911 database through USW's third party database provider for any unbundled switch port ordered. Additional 911/E911 provisions are contained in Part F of this Agreement.

(E)6.2.2 When Pathnet orders unbundled ports, Pathnet will use such unbundled ports within ninety (90) calendar days or Pathnet shall relinquish those ports to USW for use by other Telecommunication Carriers.

(E)6.2.3 The point of access for port connection is the ICDF of the USW Serving Wire Center. The unbundled port is extended to the ICDF with an EICT. The tie cables between a Collocation, the ICDF, and the USW distribution frame are established with Pathnet's facility forecast.

(E)6.3 Rate Elements

(E)6.3.1 Each port type described above will have a separate associated port charge, including monthly recurring charges and one-time non-recurring charges.

(E)6.3.2 Local originating usage will be measured and billed on minutes of use.

(E)6.3.3 Vertical features will be offered as options for unbundled local switching at rates set forth in Part H.

(E)6.4 Ordering

Ordering intervals will be consistent with USW's Interconnect & Resale Resource Guide.

(E)7. Customized Routing

(E)7.1 Description

Customized Routing is a software function of a switch that provides a Pathnet specific originating routing application path between line side ports and a specific DS1 Trunk Port and Message Trunk Group(s) via the switching matrix and a Routing table or tables. Customized Routing will combine end office switching and dedicated trunks allowing Pathnet the ability to route traffic by class of service to specific dedicated or shared message trunks. This service may be provided through the use of Line Class Codes where available. For example, Customized Routing will allow Pathnet the ability to route Operator Services, Directory Assistance and Local calling traffic to Unbundled Message Trunk Ports and Group(s). Customized Routing may be ordered as an application with Resale or Unbundled Switching.

(E)7.2 Terms and Conditions

(E)7.2.1 Customized Routing will be offered on a first-come, first-served basis.

(E)7.2.2 Coin signaling is only available as part of "smart PAL" service.

(E)7.2.3 Pathnet shall provide a comprehensive routing plan associated with any custom routing request.

(E)7.2.4 Pathnet must place the associated trunk orders prior to the establishment or deployment of Line Class Codes.

(E)7.2.5 Line Class Codes are deployed in specific End Offices.

(E)7.3 Billing

(E)7.3.1 Development of a Line Class Code is billed on an individual case basis for each switch in which a new Line Class Code is installed.

(E)7.3.2 Installation of a Line Class Code is billed on an individual case basis for each switch in which it is installed.

(E)7.4 Ordering Process

(E)7.4.1 Pathnet must issue a Service Inquiry form detailing the routing and facility requirements for Customized Routing prior to a pre-order meeting with USW. Refer to the New Customer Questionnaire for a copy of the Service Inquiry.

(E)7.4.2 After the Service Inquiry form is completed and provided to USW, the pre-order meeting will be established to provide USW with the comprehensive network plan, specific custom routing requirements and desired due dates.

(E)7.4.3 USW will provide Pathnet a detailed time and cost estimate thirty (30) business days after the pre-order meeting. After the time and cost estimate is provided and any appropriate trunk orders are issued, Pathnet will issue an LSR for Line Class Code development and implementation. Refer to the Interconnect & Resale Resource Guide.

(E)8. Common Channel Signaling Capability/SS7

(E)8.1 Description

(E)8.1.1 Common Channel Signaling Capability/SS7 (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)8.1.2 The signaling information is used by Pathnet for:

Faster call set-up and tear down

Holding times reduced

Development of unique routing and control information

Leaving voice path open while using the signaling path for call set-up as well as network management data.

(E)8.1.3 Optional Features of CCSAC/SS7 are dependent on specific Pathnet 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)8.2 Terms and Conditions

(E)8.2.1 All elements of the unbundled CCSAC/SS7 arrangement will be developed on an individual case basis based on Pathnet's design requirements. All of Pathnet's unbundled design elements are subject to facility requirements identified below.

(E)8.2.2 At a minimum, transport facilities must exist from Pathnet's Point of Presence or Signaling Point of Interface (SPOI) to the identified USW STP location. Unbundled transport facilities to accommodate CCSAC/SS7 signaling may be developed using UNEs defined in this Part E above.

(E)8.2.3 Pathnet's CCSAC/SS7 design requirements will include, but are not limited to:

(E)8.2.3.1 STP Port - This element is the point of termination to the signal switching capabilities of the STP. Access to a USW STP Port is required at a DS0 level.

(E)8.2.3.2 Specific Point Code detail including the identification of Pathnet's Originating, Destination and Signaling Options (i.e., ISDN User Part [ISUP] or Transaction Capabilities Application Part [TCAP]) requirements.

(E)8.2.3.3 All signaling routing requirements must be identified in Pathnet's design. Information will include industry standard codes identifying USW end offices, tandems, sub-tending end offices and STPs to be included in the designed unbundled signaling arrangement.

(E)8.2.4 The CCSAC/SS7 unbundled arrangement must meet the following requirements:

(E)8.2.4.1 Both USW and Pathnet 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 USW Technical Publication 77342.

(E)8.2.4.2 Pathnet's switch or network SS7 node must meet industry and USW certification standards.

(E)8.2.4.3 Transport as identified above must be provisioned at a minimum DS1 capacity at Pathnet's Point of Presence or SPOI. This facility must be exclusively used for the transmission of network control signaling data.

(E)8.2.4.4 CPN will be delivered by Pathnet to USW in accordance with FCC requirements.

(E)8.2.4.5 Carrier Identification Parameter (CIP) will be delivered by Pathnet to USW in accordance with industry standards, where technically feasible.

(E)8.2.4.6 Provisions relating to call related databases (i.e. 8XX, LIDB, Advanced Intelligent Network (AIN), etc.) are contained in Part F of this Agreement.

(E)8.3 Rate Elements

Rates for the unbundled CCSAC/SS7 elements designed by Pathnet will be on an individual case basis (ICB) based on Pathnet's specific design requirements. Both nonrecurring and monthly recurring rates may be applicable. Message rating applies to all messages traversing the USW signaling network. Messages which are transient in nature (not destined for USW databases) will be assessed message rates. Pricing detail is provided in Part H of this Agreement. Possible rate elements for unbundled CCSAC/SS7 elements could include, but are not limited to:

(E)8.3.1 Nonrecurring Rates

CCSAC Option Activation Charge – Assessed for adding or changing a point code in the signaling network. The specific application being requested determines the specific charge application of either basic or database. In addition, this charge will be billed based on the first and each additional point code requested on the same order.

(E)8.3.2 Recurring Rates

(E)8.3.2.1 STP Port - a monthly recurring charge, per connection into the STP.

(E)8.3.2.2 Signal Formulation Charge - assessed per call set-up request (ISUP), for formulating signaling messages at the USW end office or USW tandem in association with call set-up.

(E)8.3.2.3 Signal Transport Charge - assessed per call set-up request (ISUP) that is transported between the USW STP and a USW end office or tandem switch

associated with call set-up. Also assessed per data request (TCAP) transported to or from a USW STP and destined for a foreign database.

(E)8.3.2.4 Signal Switching Charge - assessed per call set-up request (ISUP) that is switched at the USW STP. Also assessed per data request (TCAP) switched at the USW STP and destined for a foreign network or database.

(E)8.4 Ordering

(E)8.4.1 CCSAC/SS7 unbundled Pathnet-designed elements will initially require design information from Pathnet. Ordering for CCSAC/SS7 will be handled on an individual case basis, using service activation meetings between Pathnet and USW. Pathnet will provide a Translation Questionnaire, Link Data Sheet and ASR during the service activation meetings.

(E)8.4.2 USW will provide jeopardy notification, Design Layout Reports, Completion Notification and Firm Order Confirmation in a non-discriminatory manner.

(E)8.4.3 Due date intervals for CCSAC/SS7 will be established on an individual case basis.

(E)8.4.4 The service order interval will begin when a complete and accurate ASR is received by USW.

(E)9. Additional Unbundled Elements

Pathnet may request nondiscriminatory access to, and where appropriate, development of additional UNEs not covered in this Agreement pursuant to the Bona Fide Request Process.

(E)10. Construction Charges

USW will conduct an individual financial assessment of any request which requires construction of network capacity, facilities, or space for access to or use of UNEs. When USW constructs to fulfill Pathnet's request for UNEs, USW will bid this construction on a case-by-case basis. USW will charge for the construction through non-recurring charges and a term agreement for the remaining recurring charge, as described in Part G of this Agreement.

PART F - ANCILLARY SERVICES

(F)1. Interim Number Portability

(F)1.1 Description

(F)1.1.1 Interim Number Portability ("INP") service is a service arrangement that can be provided by USW to Pathnet or by Pathnet to USW. For the purposes of this Section, the Party porting traffic to the other Party shall be referred to as the "INP Provider" and the Party receiving INP traffic for termination shall be referred to as the "INP Requestor".

(F)1.1.2 INP applies to those situations where an end user elects to transfer service from the INP Provider to the INP Requestor and such end user also wishes to retain its existing telephone number. INP consists of INP Provider's provision to the INP Requestor the capability to route calls placed to telephone numbers assigned to the INP Provider's switches to the INP Requestor's switches. INP is available only for working telephone numbers assigned to the INP Provider's end users who request to transfer to the INP Requestor's service. Local Interconnect Service (LIS) is required for INP.

(F)1.1.3 INP is available as INP-Remote Call Forwarding ("INP-RCF"), Direct Inward Dialing ("DID") and Directory Number Route Index ("DNRI").

RCF permits a call to an INP Provider's assigned telephone number to be translated to the INP Requestor's dialable local number.

INP via RCF also requires office equipment, on a per telephone number basis. Pathnet will provide a forecast of deployment sites and estimated quantities of ported numbers to USW to assist in an assessment of available porting methods.

DID permits incoming calls to be ported to the INP Requestor's switch via a DID trunk configuration. For DID, the INP Provider will deliver the dialed telephone number to the INP Requestor's Central Office.

DNRI permits incoming calls to be ported to the INP Requestor's switch via a route index. A permanent route index is assigned to the end user's ported number in the INP Provider's switch. For DNRI, the INP Provider will deliver the dialed seven or ten digit telephone number per the local dialing plan to the INP Requestor's Central Office. INP Requestor may terminate the call as desired. Additional capacity for simultaneous call forwarding is available where technically feasible. The INP Requestor will need to specify

the number of simultaneous calls to be forwarded for each number ported.

(F)1.1.4 INP is subject to the following restrictions:

(F)1.1.4.1 An INP telephone number may be assigned by INP Requestor only to the INP Requestor's end users located within the INP Provider's local calling area and toll rating area that is associated with the NXX of the portable number.

(F)1.1.4.2 INP is applicable only if the INP Requestor is engaged in a reciprocal traffic exchange arrangement with the INP Provider.

(F)1.1.4.3 Only the existing, INP Provider assigned end user telephone number may be used as a ported number for INP.

(F)1.1.4.4 An INP telephone number must be active and assigned to accommodate INP.

(F)1.1.4.5 INP services shall not be re-sold, shared or assigned by either Party to another LEC or Co-Provider.

(F)1.1.4.6 INP is not offered for NXX Code 555 and coin telephones, and Service Access Codes (i.e. 500, 700, 800 (other called party paid codes), 900). INP is not available for Feature Group A seven-digit numbers, including Foreign Exchange. Furthermore, INP numbers may not be used for mass calling events.

(F)1.1.4.7 The ported telephone number will be returned to the switch which originally had the ported number when the ported service is disconnected. The Party purchasing a ported number may not retain it and reassign it to another end user. The normal intercept announcement will be provided by the INP Provider for the period of time until the telephone number is reassigned by the INP Provider.

(F)1.1.5 Out of Hours Cuts

(F)1.1.5.1 Out of Hours cuts permit Pathnet to select either a Coordinated or Non-coordinated cut for INP outside of USW's normal business hours.

(F)1.1.5.2 For planning purposes, USW requests a forecast of Out of Hours Coordinated Cuts at least two weeks

prior to Pathnet placing a request in that state. Forecasts should include the anticipated Frame Due Times ("FDTs") and volumes that Pathnet will be sending in for this offering.

(F)1.1.5.3 For purposes of this Section, USW's normal business hours are 7:00 a.m. to 7:00 p.m., local time, Monday through Friday. Requests outside USW's normal business hours shall be considered an Out of Hours cut.

(F)1.1.5.4 Coordinated Out of Hours cuts are internally managed and project managed by the appropriate USW personnel throughout the entire cut. This person will act as the point of contact for all conversion activities and processes.

(F)1.1.5.5 Requests for FDTs within normal business hours are proactively managed by USW but are considered Non-coordinated cuts.

(F)1.1.5.6 Charges for Coordinated Out of Hours Cuts shall be based upon an overtime, time and one-half rate for timeframes outside of normal business hours that are not Sundays or holidays, and a premium rate that is a double time rate for Sundays and holidays.

For Out of Hours Coordinated Cuts, the appropriate rate will be multiplied by the number of personnel actively participating in the cut, multiplied by the number of hours for the cut. USW will schedule the appropriate employees prior to the cut. However, if non-scheduled employees are required for the cut due to last-minute changes or incorrect data on the LSR, a three hours minimum "call out" may be required by USW.

(F)1.1.6 Out of Hours Non-Coordinated Cuts

For the purpose of this offering, normal business hours are defined as 7:00 a.m. to 7:00 p.m. Monday through Friday. Requests of 1:00 a.m. FDT due date are considered to be a Non-Coordinated Out of Hours Cut.

(F)1.1.6.1 Non-Coordinated Cuts

(F)1.1.6.1.1 Non-Coordinated Cuts allow Pathnet to request a USW FDT of 1:00 a.m., where the actual cut occurs between

the hours of 1:00 a.m. and 7:00 a.m. with a cut completion by 7:30 a.m. of that morning (if that morning is a business day, or by 7:30 a.m. of the next business day).

(F)1.1.6.1.2 Conversion desk activities and escalation processes for Non-Coordinated Out of Hour Cuts are accomplished during the business day prior to the cut. Questions or issues regarding the cut shall be addressed the following business day.

(F)1.1.6.1.3 Pathnet will not incur additional charges for Non-Coordinated Out of Hours Cuts.

(F)1.1.6.2 Order Process

Pathnet shall request Out of Hours Cuts by submitting a Local Service Request (LSR) and designating a 1:00 a.m. FDT (due date) which is outside of normal business hours. In the remarks section of the LSR, Pathnet will mark the request as an "Out of Hours Cut," and will identify the type of cut (e.g., Non-Coordinated) in the remarks section of the LSR.

(F)1.2 Terms and Conditions

(F)1.2.1 The Parties shall provide Number Portability on a reciprocal basis to each other to the extent technically feasible, and in accordance with rules and regulations as, from time to time, prescribed by the FCC and/or the Commission.

(F)1.2.2 Until Local Number Portability is implemented by the industry pursuant to regulations issued by the FCC or the Commission, the Parties agree to provide INP to each other through RCF, DID, DNRI and NXX migration. Local Interconnect Service (LIS) is required for INP.

(F)1.2.3 USW will update its Line Information Database ("LIDB") listings for retained numbers as directed by Pathnet. USW will restrict or cancel calling cards associated with these forwarded numbers. LIDB updates shall be completed by the Parties on the same business day each INP arrangement is activated.

(F)1.2.4 Upon request, USW shall provide to Pathnet INP via Direct Inward Dial (DID) Trunks. Each DID Trunk group used for INP is dedicated

to carrying DID INP traffic between USW's End Office and Pathnet's switch. Traffic on these trunks cannot overflow to other trunks. In addition, inter-switch signaling for DID is limited to multi-frequency (MF). This precludes passing Calling Line ID to the Pathnet switch. With DID, there is no SS7 capability causing CLASS feature limitations. Upon request, USW shall provide to Pathnet INP via Directory Number Route Indexing (DNRI) Trunks. Each DNRI trunk group used for INP will be dedicated to carrying DNRI INP traffic between USW's End Office and Pathnet's switch. Traffic on these trunks will not overflow to other trunks. Inter-switch signaling for DNRI is provided in either SS7 or MF signaling. INP services provided with DNRI trunking and SS7 signaling support some CLASS features.

(F)1.2.5 Where one Party has activated an entire NXX for a single end user, or activated a substantial portion of an NXX for a single end user with the remaining numbers in that NXX either reserved for future use or otherwise unused, if such end user chooses to receive service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned to an End Office operated by the second Party through the NANP administrator. In addition, both Parties agree to cooperate in arranging necessary updates and industry notification in the LERG (and associated industry databases, routing tables, etc.). Such transfer will be accomplished with appropriate coordination between the Parties and subject to appropriate industry lead-times for movement of NXXs from one switch to another. Other applications of NXX migration will be discussed by the Parties as circumstances arise.

(F)1.2.6 Forecasts for INP must be included in the forecasting process detailed in Part C of this Agreement.

(F)1.3 Rate Elements

For purposes of this Agreement the Parties agree that the following cost structure is an acceptable measure of the costs incurred by the INP Provider. Cost recovery guidelines are pending FCC and/or Commission rulings. Final, approved FCC cost guidelines or Commission imposed rates will apply when available.

(F)1.3.1 Number Ported - This cost is incurred per number ported, per month per service order. This cost represents a single call path from the INP Provider's end office switch to the INP Requestor for the portable number. Additional call paths can be requested by Pathnet and will be provided by USW.

(F)1.3.2 Intentionally left blank for numbering consistency.

(F)1.3.3 Service Establishment - Per Route, Per Switch. This non-recurring cost is incurred for each INP Provider's end office switch that is equipped to provide INP to the INP Requestor.

(F)1.3.4 Service Establishment - Per number ported or changes to existing numbers. This non-recurring cost is for every service order issued on INP.

(F)1.3.5 Each of the above costs shall be borne by the INP Requestor.

(F)1.3.6 Switched Access Revenues

(F)1.3.6.1 USW and Pathnet agree to use the formula contained in Exhibit 1 to this Part F to determine revenue to be passed through to Pathnet as interstate and intrastate Switched Access compensation under INP. Once the end office switch is converted to Permanent Number Portability (PNP), the switch access compensation will not be passed to Pathnet.

(F)1.3.6.2 The Switched Access rate elements are identified in USW's Switched Access Tariff.

(F)1.3.6.3 USW will use ARMIS data to determine the average Minutes of Use ("MOU") by jurisdiction. ARMIS data is updated on a yearly basis.

(F)1.3.6.4 The number of lines to be used in the formula will be extracted from the USW corporate data warehouse once each month. This database contains billed information for posted orders.

(F)1.3.6.5 Internet traffic will be excluded from the formula. Pathnet will provide USW the number of Internet Service Providers ported on a monthly basis. This number will be deducted from the total line count in the formula.

(F)1.3.6.6 The formula populated with the appropriate data for the preceding month will be provided to Pathnet to support the payment. The pass through amounts will paid by check and mailed to Pathnet by the end of the month. Disputes will be processed as though this credited amount were a billed amount under this Agreement.

(F)1.3.7. Rates are contained in Part H of this Agreement.

(F)1.4 Ordering

(F)1.4.1 The INP Requestor is responsible for all dealings with and on behalf of its end users, including all end user account activity (e.g. end user inquiries and complaints).

(F)1.4.2 Each Party is responsible for obtaining a Proof of Authorization from its end users who request a transfer of the end user's telephone number from the other Party.

(F)1.4.3 The INP Provider will work cooperatively with the INP Requestor to ensure a smooth end user transition and to avoid unnecessary duplication of other facilities (e.g., Loops).

(F)1.4.4 If an end user requests transfer of service from the INP Requestor back to the INP Provider, the INP Provider may rely on that end user request to institute cancellation of the INP service. The INP Provider will provide at least forty-eight (48) hours notice to the INP Requestor of the cancellation of INP service, and will work cooperatively with the INP Requestor to ensure a smooth end user transition and to avoid unnecessary duplication of other facilities (e.g., Loops).

(F)1.4.5 Certain features are not available on calls passed through INP service.

(F)1.4.6 The INP Requestor's designated INP switch must return answer and disconnect supervision to the INP Provider's switch.

(F)1.4.7 The INP Requestor will provide to the E911 database provider the network telephone number that the INP Requestor assigned to the INP Provider-assigned, ported telephone number. Updates to and maintenance of the INP information to the E911 database are the responsibility of the INP Requestor. For consistency in administration, it is recommended that the INP Requestor enter into a separate agreement with the E911 database provider.

(F)1.4.8 The INP Requestor will submit to the INP Provider a disconnect order for each ported number that is relinquished by the INP Requestor's end users.

(F)1.4.9 Out of Hours Cuts

(F)1.4.9.1 Pathnet shall request Out of Hours cuts by submitting a Local Service Request (LSR) and designating the desired FDT outside of the normal business hours. In the Remarks section of the LSR, Pathnet will specify an Out of Hours Cut and the type of cut (Coordinated or Non-Coordinated).

(F)1.4.9.2 The date and time for the cut may need to be negotiated between USW and Pathnet because of system downtime, switch upgrades, and the possibility of other Co-Providers requesting the same FDT in the same switch (switch contention). Because of this up-front coordination and FDT negotiation efforts, Firm Order Confirmation (FOC) of the FDT will require additional time.

(F)1.4.9.3 Out of Hours Coordinated Cuts will be managed by the USW project manager. Coordination of this effort requires an up-front internal planning session. Any changes to the original FDT will be negotiated with Pathnet and will occur prior to issuing an FOC.

(F)2. Local Number Portability

(F)2.1 Upon implementation of Local Number Portability (LNP) pursuant to FCC regulations, both Parties agree to conform and provide such LNP. Both Parties will also conform to LNP industry, Western Region and state guidelines and agreements. USW may charge any nonrecurring and miscellaneous LNP charges in accordance with Commission rules or as may be agreed to by the Parties.

(F)2.2 Once LNP is implemented pursuant to FCC or Commission regulation, either Party will withdraw, within five (5) months, its INP offerings, subject to advance notice to the other Party and coordination to allow the seamless and transparent conversion of INP end user numbers to LNP.

(F)2.3 USW shall be the default carrier for LNP database queries where Pathnet is unable to perform its own query. Pathnet shall be the default carrier for LNP database queries where USW is unable to perform its own query. USW query services are defined in FCC Tariff #5; End Office and Tandem Default Query Charges are contained in Section 13 (Miscellaneous Service) and Database Query Charges are contained in Section 20 (CCSAC Service Applications). Charges for default queries are contained in Part H.

(F)3. 911/E911 Service

(F)3.1 Description

(F)3.1.1 911 and E911 provides an end user access to the applicable emergency service bureau, where available, by dialing a 3-digit universal telephone number (911).

(F)3.1.2 Automatic Location Identification/Data Management System (ALI/DMS). The ALI/DMS database contains end user information (including name, address, telephone information, and sometimes special information from the local service provider or end user) used to determine to which Public Safety Answering Point (PSAP) to route the call. The ALI/DMS database is used to provide more routing flexibility for E911 calls than Basic 911.

(F)3.2 Terms and Conditions

(F)3.2.1 Basic 911 directly connects to the PSAP 911 calls from one or more local exchange switches that serve a geographic area. E911 provides additional selective routing flexibility for 911 calls. E911 uses end user data, contained in the ALI/DMS, to determine to which Public Safety Answering Point (PSAP) to route the call.

(F)3.2.2 E911 functions provided to Pathnet shall be consistent with the support and services that USW provides to its end users for such similar functionality.

(F)3.2.3 USW shall conform to all state regulations concerning emergency services.

(F)3.2.4 USW shall route E911 calls to the appropriate PSAP.

(F)3.2.5 For E911 Resale orders, USW shall use its current process to update and maintain end user information in the ALI/DMS database.

(F)3.2.6 If required by Pathnet, USW shall interconnect direct trunks from Pathnet's network to the Basic 911 PSAP, or the E911 tandem. Such trunks may alternatively be provided by Pathnet.

(F)3.2.7 When USW is responsible for administering the ALI/DMS database in its entirety, entries for the ported numbers should be maintained unless Pathnet requests otherwise and shall be updated if Pathnet so requests. Pathnet shall administer its input to the ALI/DMS database for ported numbers.

(F)3.2.8 When Remote Call Forwarding (RCF) is used to provide number portability to the end user and a remark or other appropriate field information is available in the database, the shadow or "forwarded-to" number and an indication that the number is ported shall be added to the end user record by Pathnet.

(F)3.2.9 Pathnet exchanges to be included in USW's E911 Database will be indicated via written notice to the appropriate 911 authority (state agency or PSAP administrator) and will not require an amendment to this Agreement.

(F)3.2.10 In counties where USW has obligations under existing agreements as the primary provider of the 911 system to the county, Pathnet will participate in the provision of the 911 System as described below.

(F)3.2.10.1 Each Party will be responsible for those portions of the 911 system for which it has total control, including any necessary maintenance to each Party's portion of the 911 system.

(F)3.2.10.2 USW, or its agent, will be responsible for maintaining the E911 database. USW, or its agent, will provide to Pathnet an initial copy of the most recent Master Street Address Guide ("MSAG"), and subsequent versions on a quarterly basis, at no charge. MSAGs provided outside the quarterly schedule will be provided and charged on an individual case basis. The data will be provided in computer readable format. USW shall provide Pathnet access to the Master Street and Address Guide compatible with the access USW provides to itself.

(F)3.2.10.3 For selective routing table updates, Pathnet will negotiate directly with USW's database provider for the input and validation of end user data into the USW Automatic Location Identification ("ALI") database. Pathnet will negotiate directly with the PSAP (or PSAP agency's) DMS/ALI provider for input of end user data into the ALI database. In most cases the selective routing table updates and the ALI database will be managed by the same provider. Pathnet assumes all responsibility for the accuracy of the data that Pathnet provides for MSAG preparation and E911 Database operation.

(F)3.2.10.4 Pathnet will provide end user data to USW's agent for USW ALI database utilizing NENA-02-001 Recommended Formats For Data Exchange, NENA-02-002 Recommended Standard For Street Thoroughfare Abbreviations and NENA-02-003 Recommended Protocols For Data Exchange. USW will furnish Pathnet any variations to NENA recommendations required for ALI database input.

(F)3.2.10.5 Pathnet will provide end user data to USW's agent for USW's ALI database that are MSAG valid and meet all components of the NENA-02-004 Recommended Measurements For Data Quality.

(F)3.2.10.6 Pathnet will update its end user records provided to USW's agent for USW's ALI database to agree with the 911 MSAG standards for its service areas.

(F)3.2.10.7 USW will provide Pathnet with the identification of the USW 911 controlling office that serves each geographic area served by Pathnet.

(F)3.2.10.8 The Parties will cooperate in the routing of 911 traffic in those instances where the ALI/ANI information is not available on a particular 911 call.

(F)3.2.10.9 USW will provide Pathnet with the ten-digit telephone numbers of each PSAP agency, for which USW provides the 911 function, to be used by Pathnet to acquire emergency telephone numbers for operators to handle emergency calls in those instances where Pathnet's end user dials "O" instead of "911".

(F)3.2.10.10 Pathnet will provide USW with the ten-digit telephone numbers of each PSAP agency, for which Pathnet provides the 911 function, to be used by USW to acquire emergency telephone numbers for operators to handle emergency calls in those instances where USW's end user dials "O" instead of "911".

(F)3.2.11 If a third party (i.e., LEC), is the primary service provider to a county, Pathnet will negotiate separately with such third party with regard to the provision of 911 service to the county. All relations between such third party and Pathnet are totally separate from this Agreement and USW makes no representations on behalf of the third party.

(F)3.2.12 If Pathnet is the primary service provider to the county, Pathnet and USW will negotiate the specific provisions necessary for providing 911 service to the county and will include such provisions in an amendment to this Agreement.

(F)3.2.13 Pathnet will separately negotiate with each county regarding the collection and reimbursement to the county of applicable end user taxes for 911 service.

(F)3.2.14 Pathnet is responsible for network management of its network components in compliance with the Network Reliability Council Recommendations and meeting the network standard of USW for the 911 call delivery.

(F)3.2.15 The Parties shall provide a single point of contact to coordinate all activities under this Agreement.

(F)3.2.16 Neither Party will reimburse the other for any expenses incurred in the provision of E911 services equal to the level of service provided by USW to itself.

(F)3.2.17 Performance Criteria. E911 Database accuracy shall be as set forth below:

(F)3.2.17.1 Accuracy of ALI data will be measured jointly by the PSAPs and USW's database provider in a format supplied by USW. The reports shall be forwarded to Pathnet by USW's database provider when relevant and will indicate incidents when incorrect or no ALI data is displayed.

(F)3.2.17.2 Each discrepancy report will be jointly researched by USW and Pathnet. Corrective action will be taken immediately by the responsible Party.

(F)3.2.17.3 Each Party will be responsible for the accuracy of its end user records. Each Party specifically agrees to indemnify and hold harmless the other Party from any claims, damages, or suits related to the accuracy of end user data provided for inclusion in the E911 Database.

(F)4. Directory Assistance

(F)4.1 Description

(F)4.1.1 Directory Assistance (DA) service is a telephone number, voice information service that USW provides to other Telecommunications Carriers and its own end users.

(F)4.1.1.1 Local Directory Assistance service permits Pathnet's end users to receive published and non-listed telephone numbers within their NPA or LATA, whichever is greater. The telephone numbers provided are only those contained in USW's current DA database.

(F)4.1.1.2 If Pathnet selects the National Directory Assistance service option, the geographic area shall be expanded to include the entire United States. The telephone numbers provided are those contained in USW's DA database as well as that of its selected national listings vendor.

(F)4.1.2 If Pathnet elects to receive the custom Call Branding option, USW will provide custom Call Branding to Pathnet, where technically feasible. Custom Call Branding provides the announcement of Pathnet's name to Pathnet's end user during the introduction of the call and at the completion of the call. Custom Call Branding is an optional service available to Pathnet.

(F)4.1.3 If Pathnet elects to receive the IntraLATA Call Completion service option, USW will provide Call Completion service, where available, using the USW IntraLATA Toll network which allows Pathnet's end user the option of completing the call to the requested number without having to originate another call. Call Completion is an optional service available to Pathnet.

(F)4.2 Terms and Conditions

USW will provide access to Directory Assistance service via dedicated multi-frequency (MF) operator service trunks purchased from USW or provided by Pathnet. These operator service trunks will be connected directly to USW's Directory Assistance host switch or directly to a remote Directory Assistance switch via the trunk side. Pathnet will be required to order or provide an Operator Service trunk for each NPA served, including overlays.

(F)4.3 Rate Elements

The following rates are contained in Part H of this Agreement.

(F)4.3.1 A per call rate is applicable for Local Directory Assistance and National Directory Assistance Service selected by Pathnet. The per call rate includes recurring branding and call completion charges and may be changed from time to time by USW and such changes may vary from state to state, but only upon thirty (30) calendar days prior written notice.

(F)4.3.2 A non-recurring setup and recording fee will be applicable for establishing the Custom Call Branding option. Such non-recurring charge must be paid prior to commencement of the service.

(F)4.3.3 Additional charges for USW IntraLATA Toll Service may also apply for completed IntraLATA Toll calls.

(F)4.4 Ordering Process

Pathnet will complete the "USW Operator Services/Directory Assistance Questionnaire for Local Service Providers" to request Directory Assistance service.

(F)4.5 Billing

(F)4.5.1 USW will track and bill Pathnet on a monthly basis for the number of calls placed to USW's Directory Assistance service by Pathnet's end users.

(F)4.5.2 For purposes of determining when Pathnet is obligated to pay the per call rate, the call shall be deemed made and Pathnet shall be obligated to pay when the call is received by the Operator Services switch. Further, an end user may request and receive no more than two telephone numbers per Directory Assistance call. USW will not credit, rebate or waive the per call charge due to any failure to provide a telephone number.

(F)5. Directory Listings

(F)5.1 White Pages Directory Listings

(F)5.1.1 Description

White Pages Listings Service (Listings) consists of USW placing the names, addresses and telephone numbers of Pathnet's end users in USW's listing database, based on end user information provided to USW by Pathnet. USW is authorized to use Listings in Directory Assistance (DA) and as noted below.

(F)5.1.2 Terms and Conditions

(F)5.1.2.1 Pathnet will provide in standard, mechanized format, and USW will accept at no charge, one primary listing for each main telephone number belonging to Pathnet's end users. Primary listings for Pathnet will include the end user Listings for any resold services or wireless services and are further defined in USW's general exchange Tariffs. Pathnet will be charged for premium and privacy listings, (e.g., additional, foreign, cross reference, informational, etc.), at USW's general exchange listing Tariff rates, less the wholesale discount. If Pathnet utilizes any INP USW offering for local number portability, Pathnet can list only one number without charge - either the end user's original telephone number or Pathnet-assigned number. The standard discounted rate for an additional listing applies to the other number.

(F)5.1.2.2 USW will furnish Pathnet the Listings format specifications. All manual requests are considered a

project and require coordination between Pathnet and USW to determine time frames.

(F)5.1.2.3 Pathnet grants USW a non-exclusive license to incorporate Listings information into its Directory Assistance (DA) database. With this license USW will incorporate Listings in the DA database.

(F)5.1.2.4. No prior authorization is needed for USW to release Listings to directory publishers or other third parties. USW will incorporate Listings information in all existing and future Directory Assistance applications developed by USW. Pathnet authorizes USW to sell and otherwise make Listings available to directory publishers. Listings shall not be provided or sold in such a manner as to segregate end users by carrier. USW will not charge for updating and maintaining the Listings database. Pathnet will not receive compensation from USW for any sale of Listings by USW.

(F)5.1.2.5 To the extent that state Tariffs limit USW's liability with regard to Listings, the applicable state Tariff(s) is incorporated herein and supersedes the Limitation of Liability Section of this Agreement with respect to Listings only.

(F)5.1.2.6 USW is responsible for maintaining Listings, including entering, changing, correcting, rearranging and removing Listings in accordance with Pathnet orders. USW will take reasonable steps in accordance with industry practices to accommodate non-published and non-listed Listings provided that Pathnet has supplied USW the necessary privacy indicators on such Listings.

(F)5.1.2.7 USW will include Pathnet Listings in USW's Directory Assistance service to ensure that callers to USW's Directory Assistance service have non-discriminatory access to Pathnet's Listings.

(F)5.1.2.8 USW will ensure Pathnet Listings provided to USW are included in the white pages directory published on USW's behalf.

(F)5.1.2.9 Pathnet agrees to provide to USW its end user names, addresses and telephone numbers in a USW standard mechanized format.

(F)5.1.2.10 Pathnet will supply its ACNA/CIC or CLCC/OCN, as appropriate, with each order to provide USW the means of identifying Listings ownership.

(F)5.1.2.11 Upon request by USW, Pathnet shall submit proof to USW, of authorization from each end user for which Pathnet submits a change in end user's Listing.

(F)5.1.2.12 Pathnet represents and warrants the end user information provided to USW is accurate and correct. Pathnet further represents and warrants that it has reviewed all Listings provided to USW, including end user requested restrictions on use such as non-published and non-listed. Pathnet shall be solely responsible for knowing and adhering to state laws or rulings regarding Listings (e.g., no solicitation requirements in the states of Arizona and Oregon, privacy requirements in Colorado), and for supplying USW with the applicable Listing information.

(F)5.1.2.13 Pathnet is responsible for all dealings with, and on behalf of, Pathnet's end users, including:

(F)5.1.2.13.1 All end user account activity, (e.g. end user queries and complaints).

(F)5.1.2.13.2 All account maintenance activity, (e.g., additions, changes, issuance of orders for Listings to USW).

(F)5.1.2.13.3 Determining privacy requirements and accurately coding the privacy indicators for Pathnet's end user information. If end user information provided by Pathnet to USW does not contain a privacy indicator, no privacy restrictions will apply.

(F)5.1.2.13.4 Any additional services requested by Pathnet's end users.

(F)5.2 Directory Assistance List

(F)5.2.1 Description

(F)5.2.1.1 Directory Assistance List (DA List) Information consists of all USW and, where available, the end user name, address and telephone number information of other LECs, along with other related elements required in the provision of Directory Assistance service to Pathnet's

end users. In the case of end users who have non-published listings, USW shall provide the end user's local numbering plan area ("NPA"), address, and an indicator to identify the non-published status of the listing to Pathnet; however, the non-published telephone number shall not be provided.

(F)5.2.1.2 Some LECs and Co-Providers allow USW to supply their DA List Information to Pathnet without obtaining prior approval. Other LECs/Co-Providers require Pathnet to negotiate separate agreements for the use of their DA List Information. In the latter event, Pathnet must provide USW a signed letter of authorization before USW can release the LEC/Co-Provider's DA List Information. Pathnet will give USW fourteen (14) days notice prior to the termination of any separate agreement for the use of DA List Information. Upon the effective date of such termination, USW will no longer supply Pathnet with the LEC/Co-Provider's DA List Information. Pathnet's use of other LEC/Co-Providers' end user listings shall be in accordance with the terms and conditions of the separate agreement between Pathnet and that LEC/Co-Provider.

(F)5.2.1.3 USW will provide DA List Information via initial loads and daily updates either by means of a magnetic tape or Network Data Mover (NDM) or as otherwise mutually agreed upon by the Parties. USW will provide all changes, additions or deletions to the DA List Information overnight on a daily basis. The Parties will use a mutually agreed upon format for the data loads.

(F)5.2.1.4 DA List Information shall specify whether the subscriber is a residential, business, or government subscriber.

(F)5.2.1.5 In the event Pathnet requires a reload of DA List Information from USW's database in order to validate, synchronize or reconcile its database, a reload will be made available according to the rate specified in Part H of this Agreement.

(F)5.2.1.6 USW and Pathnet will cooperate in the designation of a location to which the data will be provided.

(F)5.2.2 Terms and Conditions

(F)5.2.2.1 USW grants to Pathnet a non-exclusive, non-transferable, revocable license to use the DA List

Information solely for the purpose of providing DA service subject to the terms and conditions of this Agreement. As it pertains to the DA List Information in this Agreement, "DA service" shall mean the provision via either a live operator or a mechanized voice of telephone number and address information for an identified telephone service end user or the name and/or address of the telephone service end user for an identified telephone number.

(F)5.2.2.2 Pathnet shall not use the DA List Information provided hereunder for any other purpose whatsoever. By way of example and not limitation, USW's DA List Information shall not be used by Pathnet for soliciting subscribers, telemarketing, creating or distributing marketing lists or other compilations of marketing information, publishing any form of directory in any media whatsoever, or providing any Internet, on-line or other electronic directory assistance service.

(F)5.2.2.3 USW shall retain all right, title, interest and ownership in and to the DA Listing Information it provides hereunder. Pathnet acknowledges and understands that while it may disclose the names, addresses, and telephone numbers (or an indication of non-published status) of USW's end users to a third party calling its Directory Assistance for such information, the fact that such end user subscribes to USW's telecommunications services is confidential and proprietary information and shall not be disclosed to any third party.

(F)5.2.2.4 Pathnet shall not sublicense, copy or allow any third party to access, download, copy or use the DA List Information, or any portions thereof, or any information extracted therefrom. Each Party shall take commercially reasonable and prudent measures to prevent disclosure and unauthorized use of USW's DA List Information at least equal to the measures it takes to protect its own confidential and proprietary information, including but not limited to implementing adequate computer security measures to prevent unauthorized access to USW's DA List Information when contained in any database.

(F)5.2.2.5 Any disclosure of the fact that an end user subscribes to USW's telecommunications services or unauthorized use of USW's DA List Information shall be considered a material breach of this Agreement and shall be

Information solely for the purpose of providing DA service subject to the terms and conditions of this Agreement. As it pertains to the DA List Information in this Agreement, "DA service" shall mean the provision via either a live operator or a mechanized voice of telephone number and address information for an identified telephone service end user or the name and/or address of the telephone service end user for an identified telephone number.

(F)5.2.2.2 Pathnet shall not use the DA List Information provided hereunder for any other purpose whatsoever. By way of example and not limitation, USW's DA List Information shall not be used by Pathnet for soliciting subscribers, telemarketing, creating or distributing marketing lists or other compilations of marketing information, publishing any form of directory in any media whatsoever, or providing any Internet, on-line or other electronic directory assistance service.

(F)5.2.2.3 USW shall retain all right, title, interest and ownership in and to the DA Listing Information it provides hereunder. Pathnet acknowledges and understands that while it may disclose the names, addresses, and telephone numbers (or an indication of non-published status) of USW's end users to a third party calling its Directory Assistance for such information, the fact that such end user subscribes to USW's telecommunications services is confidential and proprietary information and shall not be disclosed to any third party.

(F)5.2.2.4 Pathnet shall not sublicense, copy or allow any third party to access, download, copy or use the DA List Information, or any portions thereof, or any information extracted therefrom. Each Party shall take commercially reasonable and prudent measures to prevent disclosure and unauthorized use of USW's DA List Information at least equal to the measures it takes to protect its own confidential and proprietary information, including but not limited to implementing adequate computer security measures to prevent unauthorized access to USW's DA List Information when contained in any database.

(F)5.2.2.5 Any disclosure of the fact that an end user subscribes to USW's telecommunications services or unauthorized use of USW's DA List Information shall be considered a material breach of this Agreement and shall be

resolved under the Dispute Resolution provisions of this Agreement.

(F)5.2.2.6 Within five (5) days after the expiration or earlier termination of this Agreement, Pathnet shall (a) return and cease using any and all DA List Information which it has in its possession or control, (b) extract and expunge any and all copies of such DA List Information, any portions thereof, and any and all information extracted therefrom, its files and records, whether in print or electronic form or in any other media whatsoever, and (c) provide a written certification to USW from an officer that all of the foregoing actions have been completed.

(F)5.2.2.7 Pathnet is responsible for ensuring that it has proper security measures in place to protect the privacy of the end user information contained within the DA List Information. Pathnet must remove from its database any telephone number for an end user whose listing has become non-published when so notified by USW.

(F)5.2.2.8 Audits -- In accordance with Part G of this Agreement, USW may request a comprehensive audit of Pathnet's use of the DA List Information.

In addition to the terms specified in (G)10, the following also apply:

(F)5.2.2.8.1 As used herein, "Audit" shall mean a comprehensive review of the other Party's delivery and use of the DA List Information provided hereunder and such other Party's performance of its obligations under this Agreement. Either Party (the "Requesting Party") may perform up to two (2) Audits per 12-month period commencing with the effective date of this Agreement. USW shall be entitled to "seed" or specially code some or all of the DA List Information that it provides hereunder in order to trace such information during an Audit and ensure compliance with the disclosure and use restrictions set forth above.

(F)5.2.2.8.2 All paper and electronic records will be subject to Audit.

(F)5.2.3 Rate Elements

(F)5.2.3.1 Initial Database Load – A "snapshot" of data in the USW DA List Information database or portion of the database at the time the order is received.

(F)5.2.3.2 Reload – A "snapshot" of the data in the USW DA List Information database or portion of the database required in order to refresh the data in Pathnet's database.

(F)5.2.3.3 Daily Updates – Daily change activity affecting DA List Information in the listings database.

(F)5.2.3.4 One-Time Set-Up Fees – Charges for special database loads.

(F)5.2.3.5 Output Charges – Media charges resulting from either the electronic transmission or tape delivery of the DA List Information including any shipping costs.

(F)5.2.4 Ordering

(F)5.2.4.1 Pathnet may order the initial DA List Information load or update files for USW's local exchange service areas in its 14 state operating territory or, where technically feasible, Pathnet may order by USW White Page Directory Code or NPA.

(F)5.2.4.2 Special requests for data at specific geographic levels (such as NPA) must be negotiated in order to address data integrity issues.

(F)5.2.4.3 Pathnet shall use the Directory Assistance List Order Form found in the Interconnect & Resale Resource Guide.

(F)5.2.5 Billing

Recurring and nonrecurring rates for DA List Information are specified in Part H of this Agreement.

(F)6. Toll and Assistance Operator Services

(F)6.1 Description

(F)6.1.1 Local Assistance – Provide assistance to Pathnet's end users requesting help or information on placing or completing local calls,

connecting to home NPA directory assistance, and provide other information and guidance, including referral to the business office and repair, as may be consistent with USW's customary practice for providing end user assistance.

(F)6.1.2 IntraLATA Toll Assistance – Provide assistance to Pathnet's end users requesting help or information on placing or completing IntraLATA Toll calls. Nothing in this Section is intended to obligate USW to provide any toll services to Pathnet or Pathnet's end users. USW will direct Pathnet's end user to contact their provider to complete IntraLATA Toll calls. Subject to availability and capacity, access may be provided via operator services trunks purchased from USW or provided by Pathnet via Collocation arrangements to route calls to Pathnet's platform.

(F)6.1.3 Emergency Assistance – Provide assistance for handling the emergency local and IntraLATA Toll calls to emergency agencies of Pathnet's end user, including but not limited to, police, sheriff, highway patrol and fire. Pathnet is responsible for providing USW with the appropriate emergency agency numbers and updates.

(F)6.1.4 Busy Line Verification ("BLV") is performed when Pathnet's end user requests assistance from the operator bureau to determine if the called line is in use. The operator will not complete the call for the end user initiating the BLV inquiry. Only one BLV attempt will be made per end user call, and a charge shall apply.

(F)6.1.5 Busy Line Interrupt ("BLI") is performed when Pathnet's end user requests assistance from the operator to interrupt a telephone call in progress after BLV has occurred. The operator will interrupt the busy line and inform the called party that there is a call waiting. The operator will only interrupt the busy line and will not connect Pathnet's end user and the calling party. The operator will make only one BLI attempt per end user call and the applicable charge applies whether or not the called party releases the line.

(F)6.1.6 Quote Service – Provide time and charges to hotel/motel and other end users of Pathnet for guest/account identification.

(F)6.1.7 Coin Refund Requests – Provide information regarding Pathnet's end users requesting coin refunds.

(F)6.2 Terms and Conditions

(F)6.2.1 Interconnection to USW Operator Services from an end office to USW is technically feasible at two distinct points on the trunk side of the switch. The first connection point is an operator services trunk connected directly to the USW Operator Services host switch.

The second connection point is an operator services trunk connected directly to a remote USW Operator Services switch.

(F)6.2.2 Trunk provisioning and facility ownership will follow USW guidelines.

(F)6.2.3 Operator Services Interconnection will require an operator services type trunk between the end office and the Interconnection point on the USW switch.

(F)6.2.4 The technical requirements of operator services type trunks and the circuits to connect the positions to the host are covered in the Operator Services Systems Generic Requirement (OSSGR), Bellcore document FR-NWT-000271, Section 6 (Signaling) and Section 10 (System Interfaces) in general requirements form.

(F)6.2.5 Each Party's operator bureau shall accept BLV and BLI inquiries from the operator bureau of the other Party in order to allow transparent provision of BLV/BLI traffic between the Parties' networks.

(F)6.2.6 Each Party shall route BLV/BLI traffic inquiries over separate direct trunks (not the local/intraLATA trunks) established between the Parties' respective operator bureaus.

(F)6.2.7 USW will perform Operator Services in accordance with operating methods, practices, and standards in effect for all its end users.

(F)6.2.8 It is understood that USW shall not be obligated to provide specific operator services where there are facility or technical limitations. USW, in its reasonable discretion, may modify and change the nature, extent and detail of specific operator services from time to time.

(F)6.2.9 USW shall maintain adequate equipment and personnel to reasonably perform the Operator Services. Pathnet shall provide and maintain the facilities necessary to connect its end users to the locations where USW provides the Operator Services and to provide all information and data needed or reasonably requested by USW in order to perform the Operator Services.

(F)6.3 Rate Elements

Two pricing options exist as described below:

(F)6.3.1 Option A - Price Per Message

(F)6.3.1.1 Operator Handled Calling Card – For each completed calling card call that was dialed 0- where the operator entered the calling card number.

(F)6.3.1.2 Machine Handled Call – For each completed call that was dialed 0+ where the end user entered the required information, such as calling card number.

(F)6.3.1.3 Station Call – For each completed station call, including station sent paid, collect, third number special billing or 0- calling card call.

(F)6.3.1.4 Person Call – For each completed person to person call regardless of the billing used by the end user.

(F)6.3.1.5 Connect to Directory Assistance – For each operator placed call to directory assistance.

(F)6.3.1.6 Busy Line Verify – For each call where the operator determines that conversation exists on a line.

(F)6.3.1.7 Busy Line Interrupt – For each call where the operator interrupts conversation on a busy line and requests release of the line.

(F)6.3.1.8 Operator Assistance – For each local call completed or not, that does not potentially generate an operator surcharge. These calls include, but are not limited to: calls given the DDD rate because of transmission problems; calls where the operator has determined there should be no charge, such as Busy Line Verify attempts where conversation was not found on the line; calls where the end user requests information from the operator and no attempt is made to complete a call; and calls for quote service.

(F)6.3.1.9 "Completed call' as used in this Section, shall mean that the end user makes contact with the location, telephone number, person or extension designated by the end user. A completed call shall be computed and recorded in accordance with the methods and practices of USW and the operating capacity and ability of USW's measuring equipment.

(F)6.3.2 Option B - Price Per Work Second and Computer Handled Calls

(F)6.3.2.1 Operator Handled - Per operator work second for all operator assisted services and functions of services. Pathnet is charged per work second for all calls originating from its end users and facilities that go to USW's operator for handling. Work second charging begins when the USW operator position connects with

Pathnet's end user and terminates when the connection between the USW operator position and Pathnet's end user is terminated.

(F)6.3.2.2 Machine Handled - Per call for all services which are handled solely by computers and USW equipment. Calls without live operator intervention are computer (machine) handled and include, but are not limited to, credit card calls where the end user enters the calling card number, calls originating from coin telephones where the computer requests deposit of coins, additional end user key actions, recording of end user voice, etc.

(F)6.4 Ordering Process

Pathnet will complete the "USW Operator Services/Directory Assistance Questionnaire for Local Service Providers" to request Operator Services. Pathnet represents that the information provided is true and correct to the best of its knowledge and belief.

(F)6.5 Billing

(F)6.5.1 USW will track usage and bill Pathnet for the calls placed by Pathnet's end users and facilities.

(F)6.5.2 USW will compute Pathnet's invoice based on both Option A (Price Per Message) and Option B (Price Per Work Second and Machine Handled Calls). USW will charge Pathnet whichever result is less.

(F)6.5.3 If, due to equipment malfunction or other error, USW does not have available the necessary information to compile an accurate billing statement, USW may render a reasonably estimated bill, but shall notify Pathnet of the methods of such estimate and cooperate in good faith with Pathnet to establish a fair, equitable estimate. USW shall render a bill reflecting actual billable quantities when and if the information necessary for the billing statement becomes available.

(F)7. Advanced Intelligent Network (AIN)

(F)7.1 Description

(F)7.1.1 AIN services are offered and available as an enhancement to Pathnet's SS7 capable network structure and operation of AIN Version 0.1 capable switches.

(F)7.1.2 Access to AIN Service Creation Environment - (AASCE) allows Pathnet to utilize USW's AIN service application development process to develop new AIN services o. features. AASCE is

determined on an individual case basis. The elements are also combined on an individual case basis to meet Pathnet's request. Services developed through the AASCE process can either be implemented in USW's network or handed off to Pathnet to be installed in its own network.

(F)7.1.3 Access to AIN OSS/SMS (AAOS) - This service allows Pathnet to provide specific USW AIN services/features to its end users as well as any AIN service that is deployed for Pathnet utilizing the AASCE process in USW's SCP. USW is responsible for the provisioning of these AIN services. Pathnet 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.

(F)7.1.4 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. Pathnet launches a query from an AIN capable switch over the SS7 network to the USW Signal Transfer Point (STP). Routing may be accomplished in two scenarios:

From the Pathnet Service Switching Point (SSP) through a USW Local STP and then to the USW Regional STP (RSTP).

Through a Pathnet RSTP to a USW RSTP arrangement.

From the RSTP the query is directed to USW's SCP to collect data for the response to the originating switch.

(F)7.2 Terms and Conditions

(F)7.2.1 Access to AIN Service Creation Environment (AASCE) - Since each proposed service is unique and complex, when AASCE is ordered, USW 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 are negotiated under a separate contract. The service is developed and tested in a USW lab environment. If the service is implemented in USW's network, it goes through network test prior to implementation.

(F)7.2.2 Access to AIN OSS/SMS (AAOS)

(F)7.2.2.1 Prior to activation of the AIN feature, Pathnet's switch point code must be activated for AIN processing on the CCSAC/SS7 link that is sending the AIN query.

(F)7.2.2.2 USW will provide requirements for data load preparation and delivery by Pathnet.

(F)7.2.2.3 In order to make AAOS service work, service logic must be loaded to provision an AIN service on the platform for Pathnet. USW is responsible for provisioning the Call Processing Record (CPR) in the SCP.

(F)7.2.2.4 Each end user line must be provisioned by the facility owner. Pathnet is responsible for setting the AIN trigger in its switch.

(F)7.2.2.5 AIN Query Processing USW will certify and test the Pathnet switch for AIN message transmission to assure quality performance as described in Part E. USW and Pathnet will test cooperatively.

(F)7.3 Rate Elements

(F)7.3.1 Access to AIN Service Creation Environment (AASCE) - Hourly rates are applicable for each component of the AASCE service according to the estimates determined in the feasibility analysis. A separate contract will identify the specific charges for each component and specify the terms and conditions for payment.

(F)7.3.2 Access to AIN OSS/SMS (AAOS)- AAOS is billed a monthly recurring and a one-time nonrecurring charge for each AIN feature activated, per telephone number.

(F)7.3.3 AIN Query Processing - The AIN service is billed a monthly recurring and/or a per query charge.

(F)7.4 Ordering

(F)7.4.1 AASCE is ordered on an individual case basis and is coordinated through the USW Account Manager and Product Manager. One-time and miscellaneous charges are detailed in the contract described above.

Due date intervals for the proposal phase are detailed below.

Within five (5) business days of an inquiry, USW will provide the customer with the Service Request form.

Within ten (10) business days of receiving the Service Request, USW will provide a written acknowledgement of receipt.

Within fifteen (15) business days of acknowledgement, USW will assess the Service Request and prepare for a meeting with the customer to review the Service Request.

USW will be available to attend a Service Request Meeting within five (5) business days of the completion of the assessment. The Service Request will be considered accepted once USW and Pathnet come to an agreed upon understanding of the service feature set and scope.

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

Within ninety (90) business days of Pathnet approval of the Service Evaluation, USW will complete a Feasibility Analysis, development time and costs.

Remaining deliverables are negotiated with Pathnet so that mutually agreeable due dates based on service complexity are established. Due date intervals are negotiated on an individual case basis.

(F)7.4.2 AAOS is ordered using the LSR form.

(F)7.4.2.1 In the event that miscellaneous charges apply, they will be applied consistent with the application used for equivalent services ordered by USW end users.

(F)7.4.2.2 The due date intervals will be consistent with the due dates used for equivalent services ordered by USW end users. Upon receipt of a complete and accurate LSR, USW will load the Pathnet records into the AIN database within ten (10) days. USW will also establish translations at the STP to allow query access from the Pathnet switch within ten (10) days.

(F)7.4.2.3 Completion notification will be either by e-mail or by fax.

(F)7.4.2.4 USW will provide jeopardy notification under terms and conditions consistent with USW end users.

(F)7.4.2.5 USW will provide Firm Order Confirmation (FOC) under terms and conditions consistent with USW end users.

(F)7.4.2.6 The service order interval begins when a complete and accurate LSR is received in the Interconnect Service Center by 3:00 p.m., Mountain Time.

(F)7.4.3 AIN Query Processing (AQP) – is specific to the service ordered and must be established at the time of the AAOS ordering process.

(F)8. Interconnection to Line Information Database (LIDB)

(F)8.1 Description

(F)8.1.1 Description - Line Information Database (LIDB) Storage.

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.

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).

(F)8.1.2 Description - Line Validation Administration System (LVAS) Access

LVAS is the comprehensive administrative management tool which loads the LIDB data and coordinates line record updates in USW's redundant LIDB databases. LVAS is the vehicle which audits stored information and assures accurate responses.

Development is currently in progress which will allow Pathnet access to an electronic interface which will enable Pathnet to add, update, and delete Pathnet end user line records. Until an electronic interface is available, Pathnet will submit LIDB updates via a manual fax or e-mail process.

LVAS access is available only to facility based Co-Providers.

(F)8.1.3 Description - LIDB Query Service

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.

On behalf of Pathnet USW will process LIDB queries from query originators (Telecommunications Carriers) requesting Pathnet telephone line number data. USW allows LIDB query access through USW regional STPs. The terms and conditions which apply to LIDB Query Service are in accordance with FCC Tariff #5, Section 20.

(F)8.1.4 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 USW Fraud Investigation Unit (FIU). USW will notify Pathnet of system alerts on Pathnet end user lines.

(F)8.2 Terms and Conditions

(F)8.2.1 Terms and Conditions - Line Information Database (LIDB) Storage

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

(F)8.2.2 Terms and Conditions - LVAS Access

Pathnet will provide USW with the following information:

(F)8.2.2.1 The LIDB service requested (i.e. calling name, calling cards, Originating Line Number Screening (OLNS), ABS, etc.);

(F)8.2.2.2 Pathnet's Revenue Accounting Office (RAO), Operating Customer Number (OCN), and/or Local Service Provider Identification (LSPI);

(F)8.2.2.3 The NPA NXX and signaling point codes for the operator or end office switches from which queries are launched;

(F)8.2.2.4 The identity of Pathnet's SS7 provider for Number Portability, ABS, OLNS and calling name;

(F)8.2.2.5 The identity of Pathnet's operator services provider for ABS queries;

(F)8.2.2.6 A forecast for changes in volumes of line records, both increases and decreases; and

(F)8.2.2.7 The contact names and fax numbers of all Pathnet personnel to be contacted for fraud notification, and LIDB data administration.

(F)8.2.2.8 The establishment of Pathnet line records will be provisioned through an interim manual process. An ASCII file must be e-mailed from Pathnet to USW up to two times per day, at 12:00 p.m. and 5:00 p.m. Mountain Time.

(F)8.2.2.9 After USW receives the file, USW will attempt to load the file into LVAS. If USW successfully loads the file into LVAS, the originator of Pathnet's files will be notified by USW.

(F)8.2.2.10 In the event that USW is not successful in loading the file because errors were detected, USW will e-mail the file back to Pathnet with an error notice.

(F)8.2.2.11 Pathnet will e-mail to USW all updates, adds, changes, and deletions, subsequent to the initial file for establishment.

(F)8.2.2.12 USW will provide to Pathnet the necessary methods and procedures when the LVAS electronic interface becomes available.

(F)8.2.3 Terms and Conditions - LIDB Query Service

(F)8.2.3.1 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).

(F)8.2.3.2 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.

(F)8.2.3.3 The SCP node provides all protocol and interface support. Pathnet SS7 connections will be required to meet Bellcore's GR905, TR954 and USW's Technical Publication 77342 specifications.

(F)8.2.3.4 USW will include Pathnet-provided data in USW's LIDB, and allow access to the data subject to USW negotiated agreements with Telecommunications Carriers, allowing Pathnet's end users the same benefits of said agreements as enjoyed by USW end users. USW will update Pathnet data, as requested by Pathnet. USW will perform services provided hereunder and determine the applicable standard for the data, in accordance with operating methods, practices and standards in effect.

(F)8.2.4 Terms and Conditions - Fraud Alert Notification

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

(F)8.3 Rate Elements

(F)8.3.1 Rate Elements - Line Information Database (LIDB) Storage

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

(F)8.3.2 Rate Elements - Line Validation Administration System (LVAS) Access

(F)8.3.2.1 LIDB Line Record Initial Load Charge - USW's vendor charges USW to format end user line record information data so that it may be loaded into LVAS. USW will pass this nonrecurring charge along to Pathnet.

(F)8.3.2.2 Mechanized Service Account Update - LVAS Access is the product which allows Pathnet to add, update and delete telephone line numbers from the USW LIDB for Pathnet's end users. LVAS processing will be billed per each addition or update processed. No charge to delete.

(F)8.3.2.3 Individual Line Record Audit - Pathnet may verify the data for a given ten digit line number using an inquiry on its end user data.

(F)8.3.2.4 Account Group Audit - Pathnet may audit an individual Account Group NPA-NXX using a fax.

(F)8.3.2.5 Expedited Request Charge for Manual Updates - An update request that is outside of the normal batch process and requires immediate action to the database (i.e., deny PIN number).

(F) 8.3.3 Rate Elements - LIDB Query Service

A query validation rate and a query transportation rate will apply to all LIDB queries for Alternately Billed Services (ABS) calls processed by an Operator Services Switch.

(F)8.3.4 Rate Elements - Fraud Alert Notification

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

(F)8.4 Ordering Process

(F)8.4.1 Ordering - Line Information Database (LIDB) Storage

USW will be responsible for loading and updating Pathnet's line records into the LIDB database from the data provided by Pathnet. The establishment of Pathnet line records will be provisioned through an interim manual process. An ASCII file must be e-mailed from Pathnet to USW. Updates, adds, changes and deletions subsequent to the initial file for establishment can either be e-mailed or faxed to USW. Pathnet is responsible for the accuracy of the data which is sent to USW.

Inquiries from Pathnet must be faxed to USW using the approved forms appropriate for the type of inquiry requested.

(F)8.4.2 Ordering-LVAS Access

LVAS report queries from Pathnet must be faxed to USW MIDAS center using the approved forms appropriate for the type of inquiry requested.

(F)8.4.3 Ordering- LIDB Inquiry Service

LIDB requires a connection to the Common Channel Signaling Network (CCSN), therefore, Pathnet must have Common Channel Signaling Access Capability (CCSAC).

Provisioning of LIDB is done via the LIDB Access Request Form. In addition to the LIDB Request Form, Hub Providers requesting LIDB services on behalf of end users must furnish USW a Letter of

Agency to prove that they have customer authorization to provide these services. This letter must be on file prior to provisioning.

(F)8.4.4 Ordering - Fraud Alert Notification

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

(F)8.5 Billing

(F)8.5.1 Line Validation Administration System (LVAS) Access

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

(F)8.5.2 LIDB Query Service

LIDB Query Service will be billed as outlined in FCC Tariff No. 5, Section 20.

(F)8.5.3 Fraud Alert Notification

A per occurrence rate will apply for each Fraud notification alert.

(F)9. Access to Poles, Ducts, Conduits, and Rights of Way

(F)9.1 Description

(F)9.1.1 Pole Attachments - USW will lease available pole attachment space to Pathnet for the placing of Pathnet's facilities for the purpose of transmitting Telecommunications Services.

(F)9.1.2 Ducts and Conduits - USW will lease available underground ducts/conduits, for transmitting Telecommunications Services. A spare conduit will be leased for copper facilities only, and an innerduct for the purpose of placing fiber.

(F)9.2 Terms and Conditions

(F)9.2.1 Subject to the provisions of this Agreement, USW agrees to issue to Pathnet authorization for Pathnet to attach, maintain, rearrange, transfer and remove at its sole expense its facilities on Poles/Innerduct owned in whole or in part by USW. Any and all

rights granted to Pathnet shall be subject to and subordinate to any future local, state and/or federal requirements.

(F)9.2.2 Pathnet shall provide a map of the requested Poles/Innerduct route, including estimated distances between major points Pathnet will specify that fiber optic cable of a certain size will be provided for the route specified. USW will provide to Pathnet a map showing the manholes numbers and locations and/or poles and their location and number that are candidates for Pathnet to lease between the locations specified in the Pathnet request.

(F)9.2.3 Except as expressly provided herein and subject to the requirements of the Act, nothing herein shall be construed to compel USW to construct, install, modify or place any Poles/Innerduct or other facility for use by Pathnet.

(F)9.2.4 Any Order issued hereunder shall continue in effect for the term specified in the Order.

(F)9.2.5 If USW terminates an Order for cause, or if Pathnet terminates an Order without cause, Pathnet shall not be entitled to any refund for the current year, however, Pathnet shall not be responsible for any charges for subsequent years. Pathnet shall remove its facilities from the Poles/Innerduct within sixty (60) calendar days, or cause USW to remove its facilities from the Poles/Innerduct at Pathnet's expense; provided, however, that Pathnet shall be liable for and pay all fees and charges provided for in this Agreement to USW until Pathnet's facilities are physically removed. "Cause" as used herein shall include but not be limited to Pathnet's use of its facilities in violation of any law or in aid of any unlawful act or making an unauthorized modification to USW's Poles/Conduit/Innerduct.

(F)9.2.6 USW may abandon any Poles/Innerduct at any time by giving written notice to Pathnet. Upon abandonment of Poles/Innerduct, and with the concurrence of the other joint user(s), if necessary, Pathnet shall, within one hundred twenty (120) calendar days of such notice, either apply for usage with the new owner or purchase the Poles/Innerduct from USW, or remove its facilities therefrom. Pathnet shall provide notice of its intent with regard to such Poles/Innerduct within sixty (60) calendar days of receiving notice from USW. Failure to remove its facilities within one hundred twenty (120) calendar days shall be deemed an election to purchase the Poles/Innerduct at the current market value.

(F)9.2.7 USW retains the right to determine the availability of space on Poles/Innerduct. In the event USW determines that rearrangement of the existing facilities on Poles/Innerduct is required before Pathnet's facilities can be accommodated, the cost of such modification will be included in Pathnet's nonrecurring charges for

the associated Order ("Make-ready fee"). When modifications to a USW spare conduit include the placement of Innerduct, USW will install the number of Innerduct required to fill the conduit structure to its full capacity.

(F)9.2.8 USW shall make manhole ingress and egress for Innerduct access available to Pathnet. USW will perform a feasibility study to determine whether to provide a stub out via the pre-constructed knock out within the manhole, or to perform a core drill of the manhole.

(F)9.2.9 Where such authority does not already exist, Pathnet shall be responsible for obtaining the necessary legal authority to occupy Poles/Innerduct on governmental, federal, Native American, and private rights of way. Pathnet shall obtain any permits, licenses, bonds, or other necessary legal authority and permission, at Pathnet's sole expense, in order to perform its obligations under this Agreement. Pathnet shall contact all owners of public and private rights-of-way to obtain the permission required to perform the work prior to entering the property or starting any work thereon. Pathnet shall comply with all conditions of rights-of-way and permits. Once such permission is obtained all such work will be performed by USW.

(F)9.2.10 Access to a USW Central Office manhole will be permitted on a case-by-case basis. If space is available, USW will allow access through the Central Office manhole to the POI. No splices will be allowed in the Central Office manhole.

(F)9.2.11 Pathnet's facilities shall be placed and maintained in accordance with the requirements and specifications of the current applicable standards of Bellcore Manual of Construction Standards, the National Electrical Code, the National Electrical Safety Code, and the rules and regulations of the Occupational Safety and Health Act, all of which are incorporated by reference, and any governing authority having jurisdiction. Where a difference in specifications exists, the more stringent shall apply. Failure to maintain facilities in accordance with the above requirements shall be cause for termination of the Order. USW's procedures governing its standard maintenance practices shall be made available upon request for public inspection at the appropriate USW premises. Pathnet's standard maintenance practices for facilities shall be made available to USW upon request. Pathnet shall in a timely manner comply with all requests from USW to bring its facilities into compliance with these terms and conditions.

(F)9.2.12 If Pathnet requests USW to replace or modify existing Poles/Innerduct to increase its strength or capacity for the sole benefit of Pathnet, Pathnet shall pay USW the total replacement

cost, USW's cost to transfer its attachments to new Poles/Innerduct, as necessary, and the cost for removal (including destruction fees) of the replaced Poles/Innerduct, if necessary. Ownership of new Poles/Innerduct shall vest in USW. To the extent that a modification is incurred for the benefit of multiple parties, Pathnet shall pay a proportionate share of the total cost based on the ratio of the amount of new space occupied by the facilities to the total amount of space occupied by all parties joining the modification. Modifications that occur in order to bring Poles/Innerduct into compliance with applicable safety or other requirements shall be deemed to be for the benefit of multiple parties and Pathnet shall be responsible for its share of the modification cost.

(F)9.2.13 Notification of modifications initiated by or on behalf of USW shall be provided to Pathnet at least sixty (60) calendar days prior to beginning modifications. Such notification shall include a brief description of the nature and scope of the modification. If Pathnet does not rearrange its facilities within sixty (60) days after receipt of written notice from USW requesting rearrangement, USW may perform or have performed such rearrangement and Pathnet shall pay the cost thereof. No such notice shall be required in emergency situations or for routine maintenance of Poles/Innerduct.

(F)9.2.14 USW reserves the right to make on-site/final construction, subsequent and periodic inspections of Pathnet's facilities occupying the Poles/Innerduct system. Pathnet shall reimburse USW for the cost of such inspections except where specified in this Section.

(F)9.2.15 Pathnet shall provide written notice to USW, in advance, of the locations where Pathnet's plant is to be constructed. USW shall notify Pathnet in writing of the date of the completion of the final construction inspection.

(F)9.2.16 When final construction inspection by USW has been completed, Pathnet shall correct any such non-complying conditions within the period of time specified by USW in its written notice, the time period of such notice shall be commensurate with the severity of the consequences of the non-complying conditions. If corrections are not completed within the specified period, occupancy authorizations for the Poles/Innerduct system where non-complying conditions remain uncorrected shall terminate forthwith, regardless of whether Pathnet has energized the facilities occupying said Poles/Innerduct system and Pathnet shall remove its facilities from said Poles/Innerduct in accordance with the provisions of this Section. No further occupancy authorization shall be issued to Pathnet until such non-complying conditions are corrected or until Pathnet's facilities are removed from the Poles/Innerduct system where such non-complying conditions exist. If agreed between both Parties,

USW shall perform or have performed such corrections and Pathnet shall pay USW the cost of performing such work. Subsequent inspections to determine if appropriate corrective actions have been taken may be made by USW.

(F)9.2.17 Once Pathnet's facilities begin occupying the Poles/Innerduct system, USW may perform periodic inspections. USW shall bear the cost of such inspections unless the results of the inspection reveal any violation or hazard, or that Pathnet has in any other way failed to comply with the provisions of this Agreement; in which case Pathnet shall reimburse USW the costs of re-inspections, as required. Pathnet's representative may accompany USW on such field inspections.

(F)9.2.18 The costs of two (2) inspections made during construction and/or the final construction survey and subsequent inspection shall be billed to Pathnet upon completion of the inspections. The cost of periodic inspection or any special inspections found necessary due to the existence of sub-standard or unauthorized occupancies shall be billed separately.

(F)9.2.19 Final construction, subsequent, and periodic inspections or the failure to make such inspections, shall not impose any liability of any kind upon USW nor relieve Pathnet of any responsibilities, obligations, or liability assigned under this Agreement.

(F)9.2.20 Should USW under the provisions of this Agreement remove Pathnet's facilities from the Poles/Innerduct covered by any Order, USW will deliver the facilities removed upon payment by Pathnet of the cost of removal, storage and delivery, and all other amounts due USW. If Pathnet removes facilities from Poles/Innerduct for other than repair or maintenance purposes, no replacement on the Poles/Innerduct shall be made until all outstanding charges due USW for previous occupancy have been paid in full. Pathnet shall advise USW in writing as to the date on which the removal of facilities from the Poles/Innerduct has been completed.

(F)9.2.21 If any facilities are found attached to Poles/Innerduct for which no Order is in effect, USW, without prejudice to its other rights or remedies under this Agreement, may assess a charge and Pathnet agrees to pay a charge of $200.00 per Pole/Innerduct run, plus payment as specified in this Section. Pathnet is required to submit in writing, within ten (10) days after receipt of written notification from USW of the unauthorized occupancy, a Poles/Innerduct application. If such application is not received by USW within the specified time period, Pathnet will be required to remove its unauthorized facility within ten (10) days of the final date for submitting the required application, or USW may remove Pathnet's

facilities without liability, and the cost of such removal shall be borne by Pathnet.

(F)9.2.22 No act or failure to act by USW with regard to an unauthorized occupancy shall be deemed as the authorization of the occupancy. Any subsequently issued authorization shall not operate retroactively or constitute a waiver by USW of any of its rights or privileges under this Agreement or otherwise. Pathnet shall be subject to all liabilities of the Agreement in regard to said unauthorized occupancy from its inception.

(F)9.3 Rate Elements

(F)9.3.1 Inquiry Fee - A non-refundable charge used to recover the costs associated with performing an internal record review to determine if a requested route and/or facility is available for lease.

(F)9.3.2 Field Verification Fee- A non-refundable charge which recovers the field survey required for a site investigation and to determine scope of any required make-ready work.

(F)9.3.3 Make-Ready Work- A non-refundable charge which recovers the necessary work required to make the requested facility available for lease. For innerduct leases this could include, but is not limited to, the placing of innerduct in conduit/duct systems or core drilling of manholes. For pole attachment requests this could include, but is not limited to the replacement of poles to meet required clearances over roads or land.

(F)9.3.4 Pole Attachment Fee - An annual fee which is charged for the occupancy of one foot of pole space.

(F)9.3.5 Innerduct Occupancy Fee - An annual fee which is charged for the occupancy of an innerduct on a per foot basis.

(F)9.4 Ordering

The Ordering Process has three distinct steps:

(F)9.4.1 Inquiry - Pathnet will supply the General Information section of the USW Pole and Anchor Attachment and/or Innerduct Occupancy Form along with the Inquiry Fee.

(F)9.4.2 USW will complete the inquiry review and prepare and return a Poles/Innerduct Permit Processing Costs Quotation (estimated costs) to Pathnet within ten (10) business days. This time frame is applicable to the standard inquiry of one hundred (100) Poles or fewer, or thirty (30) Utility Holes sections or fewer. An Inquiry which exceeds the standard will have negotiated completion dates for the

records review. The poles/Innerduct Permit Processing Costs quotation shall be valid for ninety (90) calendar days.

(F)9.4.3 Request. Upon review and acceptance of the Cost Quotation and payment of the estimated costs, USW will provide the requested information which may or may not include the following: a review of public and internal right-of-way records for restrictions and to identify to Pathnet what additional right of way permission is required; a field survey and site investigation of the Poles/Innerduct, including the preparation of distances and drawings, to determine availability on existing Poles/Innerduct; identification of Make-ready costs required from Pathnet, if applicable, prior to installing its facilities; the schedule in which the Make-ready work will be completed; and, the annual recurring prices associated with the attachment of facilities. Such work shall be completed within thirty-five (35) business days for a standard inquiry of one hundred (100) Poles or less, or Thirty (30) Utility Hole sections or less, or as negotiated between USW and Pathnet and identified in the Cost Quotation.

(F)9.4.4 The costs included in the Cost Quotation are used to cover the actual costs incurred by USW in determining if Poles/Innerduct space is available to meet Pathnet's request; however, Pathnet will be responsible for payment of the actual costs incurred if such costs exceed the estimate. If the actual costs are less than the estimate, an appropriate credit will be made towards the Poles/Innerduct Make-ready or nonrecurring fees. If USW denies the Poles/Innerduct request, USW shall do so in writing, specifying the reasons for denial along with all relevant evidence and supporting information and will also refund the difference between the costs incurred and those prepaid by Pathnet, if any.

(F)9.4.5 Upon completion of the work described above, USW shall provide Pathnet a Poles/Innerduct Order containing estimated Make-ready costs, field survey drawings, annual recurring charges. Upon receipt of an accepted Poles/Innerduct Order from Pathnet and applicable payment for the Make-ready fees identified, USW will assign Pathnet's requested space and complete the Make-ready work which may be required. Unless USW is requested by Pathnet to perform work associated with the attachment of facilities, USW will notify Pathnet when Poles/Innerduct are ready for attachment of facilities.

(F)9.5 Billing

Pathnet agrees to pay USW Poles/Innerduct usage fees ("Fees") as specified in the Order. Fees will be computed in compliance with applicable local, state and federal guidelines. Such Fees will be assessed on an annual basis with a

$200.00 minimum per application. Annual Fees will be assessed as of January 1 of each year. Fees are not refundable except as expressly provided herein.

(F)9.6 Maintenance and Repair

In the event of any service outage affecting both USW and Pathnet, repairs shall be effectuated on a nondiscriminatory priority basis as established by local, state or federal requirements, or where such requirements do not exist, repairs shall be made in the following order: electrical, telephone (local), telephone (long distance), and cable television, or as mutually agreed to by the users of the affected Poles/Innerduct.

(F)10. 8XX Database Query Service (800, 888, 877, 866, etc.)

(F)10.1 Description

8XX Database Query Service is an originating service which provides for the forwarding of Pathnet end user dialed 8XX-NXX-XXXX calls to a toll carrier, based on the dialed 8XX number. When an 8XX call is originated by Pathnet's end user, Pathnet's SSP (SS7 equipped end office) will send an 8XX query to the USW 8XX Service Control Point (SCP) through the USW Signaling Transfer Point (STP). The USW SCP will perform the carrier identification function based on the dialed digits to determine the toll carrier trunk group to which the call should be routed in accordance with the Service Management System/800 (SMS/800) information residing in the USW SCP. The SCP will transmit the results of the carrier identification function back to Pathnet's SSP through the USW STP. The results of the carrier identification function will be 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. The cost of the 8XX database query will be billed to the toll carrier whose CIC is returned from the 8XX Database Query.

(F)10.2 8XX Optional Features

(F)10.2.1 POTS Translation - Delivers the ten-digit Plain Old Telephone Service (POTS) number to Pathnet. 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.

(F)10.2.2 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:

Routing by originating NPA-NXX-XXXX
Time of day
Day of week

Specified date
Allocation by percentage

(F)10.3 Rate Elements

(F)10.3.1 The recurring charges for 8XX Database Query Service, POTS Translation, and Call Handling and Destination Features are contained in Part H of this Agreement

(F)10.3.2 The rates for 8XX Database Query Service only apply to queries for local 8XX calls. Local calls are defined as 8XX calls where the calling party number and the terminating party number (the POTS number to which the 8XX number is translated) are in the same free calling area. For all other calls, reference existing interstate and intrastate access Tariffs.

(F)10.3.3 A non-recurring Point Code Activation Charge will apply for Pathnet to activate 8XX Database Query Service. This rate element is contained in the CCSAC/SS7 Section of Part H.

(F)10.4 Ordering Process

Pathnet shall order access to USW local STP (links and ports) prior to or in conjunction with 8XX Database Query Service.

(F)10.5 Technical Requirements

(F)10.5.1 USW shall make USW's Toll Free Number Database available, through its STPs, for Pathnet to query from Pathnet's designated switch.

(F)10.5.2 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 USW switch.

(F)10.6 Interface Requirements

The signaling interface between Pathnet'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.

(F)10.7 Technical References

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

(F)10.7.1 GR-246-CORE, Bell Communications Research Specification of Signaling System Number 7, Issue 1 (Bellcore, December 199X);

(F)10.7.2 GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP) (Bellcore, March 1994);

(F)10.7.3 GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service 6, Issue 1, Rev. 1 (Bellcore, October 1995);

(F)10.7.4 GR-1149-CORE, OSSGR Section 10: System Interfaces, Issue 1 (Bellcore, October 1995) (Replaces TR-NWT-001149);

(F)10.7.5 GR-1158-CORE, OSSGR Section 22.3: Line Information Database 6, Issue (Bellcore, October 1995); and

(F)10.7.6 GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service (Bellcore, May 1995).

(F)11. InterNetwork Calling Name

(F)11.1. Description

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

ICNAM database contains current listed name data by working telephone number served or administered by USW, including listed name data provided by other Telecommunications Carriers participating in the Calling Name Delivery Service arrangement.

(F)11.2 Terms and Conditions

(F)11.2.1 In response to queries properly received at USW's ICNAM database, USW will provide the listed name of the calling party that relates to the calling telephone number (when the information is actually available in USW's database and the delivery thereof is not blocked or otherwise limited by the calling party or other appropriate request). Pathnet is responsible for properly and accurately launching and transmitting the query from its serving office to the USW database.

(F)11.2.2 In response to proper signaling queries, USW will provide Pathnet with ICNAM database end user information if the calling party's end user information is stored in the USW ICNAM database. The effect being that 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.

(F)11.2.3 USW will allow Pathnet to query USW's ICNAM database in order to obtain ICNAM information which identifies the calling party end user.

(F)11.2.4 The ICNAM service shall include the database dip and transport from USW's regional STP to USW's SCP where the database is located. Transport from Pathnet's network to USW's local STP is provided via Links which are described and priced in the CCSAC/SS7 Section of this Agreement.

(F)11.2.5 Pathnet warrants that it shall send queries conforming to the American National Standards Institute's (ANSI) approved standards for SS7 protocol and per the following specification standard documents:

Bellcore-SS7 Specification, TR-NPL-000246
ANSI-SS7 Specifications
Message Transfer Part T1.111
Signaling Connection Control Part T1.112
Transaction Capabilities Application Part T1.114
Bellcore-CLASS Calling Name Delivery
Generic Requirements, TR-NWT-001188
Bellcore-CCS Network Interface Specifications, TR-TSV-000905

(F)11.2.6 Pathnet acknowledges that transmission in the above protocol is necessary for USW to provision its ICNAM services. Pathnet will adhere to other applicable standards, which include Bellcore specifications defining service applications, message types and formats. USW reserves the right to 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 Pathnet.

(F)11.2.7 All queries to USW's ICNAM database shall use a subsystem number (the designation of application) value of 250 with a translation type value of 5. Pathnet acknowledges that such subsystem number and translation type values are necessary for USW to properly process queries to USW's ICNAM database.

(F)11.2.8 Pathnet 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 USW's SS7 network. Pathnet further agrees that USW, in its sole discretion, shall employ certain automatic and/or manual overload controls within the USW SS7 network to safeguard against any detrimental effects. USW shall report to Pathnet any instances where overload controls are invoked due to Pathnet's

SS7 network, and Pathnet agrees in such cases to take immediate corrective actions as necessary to cure the conditions causing the overload situation.

(F)11.2.9 USW shall exercise best efforts to provide Pathnet accurate and complete ICNAM information. USW does not warrant or guarantee the correctness or the completeness of such information; however, USW will access the same ICNAM database for Pathnet's queries as USW accesses for its own queries. In no event shall USW have any liability for system outage or inaccessibility or for losses arising from the authorized use of the ICNAM data by Pathnet.

(F)11.2.10 Pathnet shall arrange its Calling Party Number based services in such a manner that when a calling party requests privacy, Pathnet will not reveal that caller's name or number to the called party (Pathnet's end user). Pathnet will comply with all FCC guidelines and, if applicable, the appropriate state Commission rules, with regard to honoring the privacy indicator. Pathnet agrees to indemnify and hold USW harmless for any claims by third parties resulting from Pathnet's failure to comply with this provision.

(F)11.2.11 USW retains full and complete ownership and control over the ICNAM database and all information in its database. Pathnet 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 USW's database. Pathnet will prohibit its end users from copying, storing, maintaining, or creating any table or database of any kind from any response provided by Pathnet to its end user after Pathnet initiated a ICNAM query to USW's ICNAM database.

(F)11.2.12 USW reserves the right to temporarily discontinue the ICNAM service if incoming calls are so excessive as determined by USW that the ICNAM database cannot operate in a quality manner.

(F)11.3 Rate Elements

Rate elements for ICNAM services are contained in Part H of this Agreement.

(F)11.4 Billing

Pathnet agrees to pay USW for each and every query initiated into USW's ICNAM database for any information, whether or not any information is actually provided.

ICNAM rates will be billed to Pathnet monthly by USW for the previous month.

(F)12. Custom Local Area Signaling Services (CLASS)

(F)12.1 CLASS services as retail services offered by USW and Co-Providers are not included in this Section of the Agreement. This Section pertains to the Interconnection of the Parties' networks for purposes of transporting intercompany CLASS related data.

(F)12.2 Upon request by Pathnet the Parties will engage in joint planning to identify the necessary translations to accomplish the transport of CLASS data. This will require Pathnet to have SS7 capability and meet the connectivity requirements contained in Part E of this Agreement.

PART F

EXHIBIT 1

Switched Access Compensation Under Interim Number Portability

				Data Source
Assumptions:				
1. All terminating INP MOUs are routed as Local MOUs.				
2. Reduce the number of local compensation MOU by the factored Interstate, Intrastate/InterLATA and IntraLATA.				
3. Averages are used for calculating jurisdictional usage per ported number.				
4. Ported numbers for ISPs are not eligible for compensation.				
5. All usage data, line counts, rates and factors illustrative only.				
1. Average MOUs by jurisdiction per line.				ARMIS
a. Interstate/InterLATA terminating MOUs per line – monthly	100			
b. Intrastate/InterLATA terminating MOUs per line – monthly	75			
c. Intrastate/IntraLATA terminating MOUs per line – monthly	50			
2. INP lines eligible for Switched Access				Pathnet & USW
a. Total INP lines	1,100			
b. - INP lines associated with ISPs	100			
c. = Eligible lines	1,000			
3. Calculate Terminating INP MOU by Jurisdiction				Calculation
a. Total Interstate MOU per State (Step 1a x Step 2)	100,000			
b. Total Intrastate/InterLATA MOU per State (Step 1b x Step 2)	75,000			
c. Total Intrastate/IntraLATA MOU per State (Step 1c x Step 2)	50,000			
Total MOU	225,000			
4. Calculate Local Compensation Settlement (ILEC has already paid local compensation charges)				Calculation
Total Interstate MOU per State (Step 3a)	100,000			
+ Total Intrastate/InterLATA MOU per State (Step 3b)	75,000			
+ Total Intrastate/IntraLATA MOU per State (Step 3c)	50,000			
X Local Compensation Rate (illustrative rate)	$ 0.005			Interconnection Agreement/ Commission Order

= ILEC Amount Due for Local Compensation	$ 1,125			
5. Interstate Revenue Distribution – Rate Element Factors	FCC USW	Pathnet		FCC Tariff #5, 2.4.7
CCL	0%	100%		
Local Switching	0%	100%		
Interconnection Charge	0%	100%		
End Office Shared Port	0%	100%		
Tandem Transmission	50%	50%		
Tandem Switching	100%	0%		
Entrance Facility	100%	0%		
5. Interstate Revenue Distribution @$.02 MOU (illustrative rate)	FCC USW	Pathnet	Rate	USW Tariff – Average Rates
CCL	$ -	$ 100	$0.001000	
Local Switching	$ -	$ 800	$0.008000	
Interconnection Charge	$ -	$ 100	$0.001000	
End Office Shared Port	$ -	$ 200	$0.002000	
Tandem Transmission (set BP at 50% for calculation)	$ 100	$ 100	$0.002000	
Tandem Switching	$ 400	$ -	$0.004000	
Entrance Facility	$ 200	$ -	$0.002000	
Total Interstate	$ 700	$ 1,300		
6. Intrastate/interLATA Revenue Distribution – Rate Element Factors	STATE USW	Pathnet		Interconnection Agreement/ Commission Order
CCL	0%	100%		
Local Switching	50%	50%		
Interconnection Charge	n/a	n/a		
Tandem Transmission	50%	50%		
Tandem Switching	100%	0%		
Local Transport (if state does not have LTR structure)	n/a	n/a		
Entrance Facility	100%	0%		
6. Intrastate/InterLATA Revenue Distribution @ $.05 MOU (illustrative rate)				USW Tariff – Average Rates
CCL	$ -	$ 2,250	$0.030000	
Local Switching	$ 375	$ 375	$0.010000	
Interconnection Charge	n/a	n/a		
Tandem Transmission	$ 56	$ 56	$0.001500	
Tandem Switching	$ 375	$ -	$0.005000	
Local Transport (if state does not have LTR structure)	n/a	n/a		
Entrance Facility	$ 263	$ -	$0.003500	
Total Intrastate/InterLATA	$1,069	$2,681		
7. Intrastate/IntraLATA Revenue Distribution – Rate Element Factors	STATE USW	Pathnet		Interconnection Agreement/ Commission Order
CCL	0%	100%		
Local Switching	50%	50%		
Interconnection Charge	n/a	n/a		

Tandem Transmission	50%	50%		
Tandem Switching	100%	0%		
Local Transport (if state does not have LTR structure)	n/a	n/a		
Entrance Facility	100%	0%		
7. Intrastate/IntraLATA Revenue Distribution @ $.05 MOU (illustrative rate)				USW Tariff – Average Rates
CCL	$ -	$ 1,500	$0.030000	
Local Switching	$ 250	$ 250	$0.010000	
Interconnection Charge	n/a	n/a		
Tandem Transmission	$ 38	$ 38	$0.001500	
Tandem Switching	$ 250	$ -	$0.005000	
Local Transport (if state does not have LTR structure)	n/a	n/a		
Entrance Facility	$ 175	$ -	$0.003500	
Total Intrastate/IntraLATA	$ 713	$ 1,788		
8. Total Due Pathnet				Calculation
Interstate Switched Access Charges (Step 5)	$ 1,300			
+ Intrastate/InterLATA Switched Access Charges (Step 6)	$ 2,681			
+ Intrastate/IntraLATA Switched Access Charges (Step 7)	$ 1,788			
= Total	$ 5,769			
- Local Compensation Charges (Step 4)	$ 1,125			
= Total Due Pathnet	$ 4,644			

PART G- MISCELLANEOUS PROVISIONS

(G)1. Network Security

(G)1.1 Protection of Service and Property - Each Party shall exercise the same degree of care to prevent harm or damage to the other Party and any third parties, its employees, agents or end users, or their property as it employs to protect its own personnel, end users and property, etc.

(G)1.1.1 Each Party is responsible to provide security and privacy of communications. This entails protecting the confidential nature of telecommunications transmissions between end users, during technician work operations and at all times. Specifically, no employee, agent or representative, shall monitor any circuits except as required to repair or provide service, of any end user at any time. Nor shall an employee, agent or representative disclose the nature of overheard conversations, or who participated in such communications or even that such communication has taken place. Violation of such security may entail state and federal criminal penalties, as well as civil penalties. Pathnet is responsible for covering its employees on such security requirements and penalties.

(G)1.1.2 The USW telecommunications network is part of the national security network, and as such, is protected by federal law. Deliberate sabotage or disablement of any portion of the underlying equipment used to provide the network is a violation of federal statutes with severe penalties, especially in times of national emergency or state of war. Pathnet is responsible for covering its employees on such security requirements and penalties.

(G)1.1.3 USW and Pathnet share responsibility for security and network protection, due to the varying Collocation arrangements; i.e., Physical, Cageless Physical, etc. Each Party's employees, agents or representatives must secure its own portable test equipment, spares, etc. and shall not use the test equipment or spares of other parties. Use of such test equipment or spares without written permission constitutes theft and may be prosecuted. Exceptions are the use of USW ladders in the Wire Center, either rolling or track, which Pathnet may use in the course of work operations. USW assumes no liability to Pathnet, its agents, employees or representatives, if Pathnet uses a USW ladder available in the Wire Center.

(G)1.1.4 Each Party is responsible for the physical security of its employees, agents or representatives. Providing safety glasses, gloves, etc. must be done by the respective employing Party. Hazards handling and safety procedures relative to the telecommunications

environment is the training responsibility of the employing Party. Proper use of tools, ladders, and test gear is the training responsibility of the employing Party.

(G)1.1.5 In the event that one Party's employees, agents or representatives, inadvertently damage or impair the equipment of the other Party, prompt notification will be given to the damaged Party, by verbal notification between the Parties' technicians at the site or by telephone to each Party's 24 x 7 security numbers.

(G)1.1.6 Each Party shall comply at all times with USW security and safety procedures and requirements.

(G)1.1.7 USW will allow Pathnet to inspect or observe spaces which house or contain Pathnet equipment or equipment enclosures at any time and to furnish Pathnet with all keys, entry codes, lock combinations, or other materials or information which may be needed to gain entry into any secured Pathnet space, in a manner consistent with that used by USW.

(G)1.1.8 USW will limit the keys used in its keying systems for enclosed collocated spaces which contain or house Pathnet equipment or equipment enclosures to its employees and representatives to emergency access only. Pathnet shall further have the right to change locks where deemed necessary for the protection and security of such spaces.

(G)1.1.9 Keys may entail either metallic keys or combination electronic ID/key cards. It is solely the responsibility of Pathnet to ensure keys are not shared with unauthorized personnel and recover keys and electronic ID/keys promptly from discharged personnel, such that office security is always maintained. USW has similar responsibility for its employees.

(G)1.1.10 Pathnet agrees to:

(G)1.1.10.1 Train its employees, agents and vendors on USW security policies and guidelines.

(G)1.1.10.2 When working on USW ICDFs or in USW equipment line-ups, Pathnet employees, agents and vendors agree to adhere to USW quality and performance standards provided by USW and as specified in this Agreement.

(G)1.1.10.3 Report all material losses to USW Security. All security incidents are to be referred directly to local USW Security – 1-888-USW-SECURE. In cases of emergency, call 911 and 1-888-USW-SECURE.

(G)1.1.10.4 Wear the identification/access card above the waist and visible at all times.

(G)1.1.10.5 Ensure adherence by its employees, agents and vendors to all USW environmental health and safety regulations. This includes all fire/life safety matters, OSHA, EPA, Federal, State and local regulations, including evacuation plans and indoor air quality.

(G)1.1.10.6 Secure and lock all doors and gates.

(G)1.1.10.7 Report to USW all property and equipment losses immediately, any lost cards or keys, vandalism, unsecured conditions, security violations, anyone who is unauthorized to be in the work area or is not wearing the USW identification/access card.

(G)1.1.11 Pathnet's employees, agents and vendors will comply with USW Central Office fire and safety regulations, which include but are not limited to, wearing safety glasses in designated areas, keeping doors and aisles free and clean of trip hazards such as wire, checking ladders before moving, not leaving test equipment or tools on rolling ladders, not blocking doors open, providing safety straps and cones in installation areas, using electrostatic discharge protection, and exercising good housekeeping.

(G)1.1.12 Smoking is not allowed in USW buildings, Wire Centers, and all other USW facilities. No open flames shall be permitted anywhere within the buildings. Failure to abide by this restriction will result in immediate denial of access for that individual and will constitute a violation of the access rules, subjecting Pathnet to denial of unescorted access.

(G)1.1.13 No flammable or explosive fluids or materials are to be kept or used anywhere within the USW buildings or on the grounds.

(G)1.1.14 No weapons of any type are allowed on USW premises. Vehicles on USW property are subject to this restriction as well.

(G)1.1.15 Pathnet's employees, agents or vendors may not make any modifications, alterations, additions or repairs to any space within the building or on the grounds.

(G)1.1.16 Any USW employee may request Pathnet's employee, agent or vendor to stop any work activity that in their reasonable judgment is a jeopardy to personal safety or poses a potential for damage to the building, equipment of services within the facility.

(G)1.1.17 USW is not liable for any damage, theft or personal injury resulting from Pathnet's employees, agents or vendors parking in a USW parking area.

(G)1.1.18 Pathnet's employees, agents or vendors outside the designated Pathnet access area or without proper identification will be asked to vacate the premises and USW Security will be notified. Continued violations may result in termination of access privileges.

(G)1.1.19 Building related problems may be referred to the USW Work Environment Centers:

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

(G)1.1.20 Pathnet will submit a USW Collocation Access Application form for individuals needing to access USW facilities. Pathnet and USW will meet to review applications and security requirements.

(G)1.1.21 Pathnet employees, agents and vendors will utilize only corridors, stairways and elevators that provide direct access to Pathnet's space or the nearest restroom facility. Such access will be covered in orientation meetings. Access shall not be permitted to any other portions of the building except to the roof where a microwave collocation facility has been or is being installed pursuant to the microwave collocation section of this Agreement.

(G)1.1.22 Pathnet will collect identification/access cards for any employees, agents or vendors no longer working on behalf of Pathnet and forward them to USW Security. If cards or keys cannot be collected, Pathnet will immediately notify USW at 800-210-8169.

(G)1.1.23 Pathnet will assist USW in validation and verification of identification of its employees, agents and vendors by providing a telephone contact available 7 days a week, 24 hours a day.

(G)1.1.24 Pathnet employees, agents and vendors will notify USW Service Assurance (800-713-3666) when gaining access into a Central Office after hours. Normal business hours are 7:00 a.m. to 5:00 p.m.

(G)1.1.25 Pathnet will notify USW if Pathnet has information that its employee, agent or vendor poses a safety and/or security risk. USW may deny access to anyone who in the reasonable judgment of USW threatens the safety or security of facilities or personnel.

(G)1.1.26 Pathnet will supply to USW Security, and keep up to date, a list of its employees, agents and vendors who require access to Pathnet's space. The list will include names and social security numbers. Names of employees, agents or vendors to be added to the list will be provided to USW Security, who will provide it to the appropriate USW personnel.

(G)1.2 Revenue Protection - USW shall make available to Pathnet all present and future fraud prevention or revenue protection features. These features include, but are not limited to screening codes and 900 numbers. USW shall additionally provide partitioned access to fraud prevention, detection and control functionality within pertinent Operations Support Systems which include but are not limited to LIDB Fraud monitoring systems.

(G)1.3 Law Enforcement Interface - USW provides emergency assistance to 911 centers and law enforcement agencies seven days a week/twenty-four hours a day. Assistance includes, but is not limited to release of 911 trace and subscriber information; in-progress trace requests; establishing emergency trace equipment, release of information from an emergency trap/trace or *57 trace; requests for emergency subscriber information; assistance to law enforcement agencies in hostage/barricade situations, kidnappings, bomb threats, extortion/scams, runaways and life threats.

(G)1.4 USW provides trap/trace, pen register and Title III assistance directly to law enforcement, if such assistance is directed by a court order. This service is provided during normal business hours, Monday through Friday. Exceptions are addressed in the above paragraph. The charges for these services will be billed directly to the law enforcement agency, without involvement of Pathnet, for any lines served from USW Wire Centers or cross boxes.

(G)1.5 In all cases involving telephone lines served from USW Wire Centers or cross boxes, whether the line is a resold line or part of an unbundled switch or Loop element, USW will perform trap/trace Title III and pen register assistance directly with law enforcement. Pathnet will not be involved or notified of such actions, due to non-disclosure court order considerations, as well as timely response duties when law enforcement agencies are involved. Exceptions to the above will be those cases, as yet undetermined, where Pathnet must participate due to technical reasons wherein its circuitry must be accessed or modified to comply with law enforcement, or for legal reasons that may evolve over time. Pathnet will provide USW with a 24 hour a day, 7 days a week contact for processing such requests, should they occur.

(G)2. Access To Operational Support Systems (OSS)

USW has developed OSS interfaces using an electronic gateway solution consistent with the design prescribed by the FCC, Docket 96-98, FCC 96-325, paragraph 527. These gateways act as a mediation or control point between Pathnet's and USW's Operations Systems. These gateways provide security for the interface, protecting the integrity of the USW network and its databases. USW's operational systems interfaces

have been developed to support Pre-ordering, Ordering and Provisioning, Maintenance and Repair and Billing. Included below is a description of the products and functions supported by USW OSS interfaces and the technology used by each.

(G)2.1 OSS Support for Pre-Ordering, Ordering and Provisioning

(G)2.1.1 LSR (Local Service Request) Ordering Process

(G)2.1.1.1 Pathnet shall use the Electronic Connections Platforms for orders placed using the LSR Ordering Process when available for the services it supports. The Electronic Connections Platforms includes both the SOAR EDI interface and the IMA GUI interface.

(G)2.1.1.2 The SOAR EDI interface provides a single interface using SSL3 protocol for Pre-Order and Order transactions from Pathnet to USW and is transaction based, not batch based. The interface standards for the SOAR EDI are compliant with the OBF Local Service Order Guidelines (LSOG), TCIF Customer Service Guideline and the ANSI ASC X12 with exceptions as specified in the IMA disclosure documents which are provided in conjunction with the implementation responsibilities contained in this Section.

(G)2.1.1.3 The IMA GUI also provides a single interface for Pre-Order and Order transactions from Pathnet to USW and is browser based. The IMA GUI uses JAVA as the standard.

(G)2.1.1.4 The products that can be ordered via either the SOAR EDI or the IMA GUI interface are listed in the Interconnect & Resale Resource Guide.

(G)2.1.1.5 Functions

(G)2.1.1.5.1 Pre-ordering

Pre-Ordering refers to the set of activities performed in conjunction with placing an order. Packaged as a separate activity, pre-order consists of the following functions: verify an address, check service availability, return Customer Service Record information, check facility availability, check telephone number availability, return telephone numbers, accept telephone numbers, check appointment availability, and reserve an appointment. The

Electronic Connections Platforms provide on-line capabilities to perform these functions. Not all functions apply to all products; refer to the Interconnect & Resale Resource Guide for appropriate utilization. These functions are described as follows.

(G)2.1.1.5.1.1 Address Verification

This transaction will verify the end user's address. No detailed facility information (i.e., cable pair) will be returned as part of this transaction.

(G)2.1.1.5.1.2 Service Availability

This transaction will return the list of products and services available for resale in the Central Office serving a particular end user address.

(G)2.1.1.5.1.3 Customer Service Record Retrieval

Gives Pathnet the ability to request a display of local exchange services and features (CPNI) USW is currently providing to an end user. Rates associated with these services and features will not be displayed.

(G)2.1.1.5.1.4 Facility Availability

For each request that has a potential facility, this transaction will indicate if existing facilities are available or if new facilities are required, and if a technician must be dispatched to provide the facilities requested at the end user's address.

This transaction should be executed for any new line(s) or circuits.

This transaction does not reserve facilities and does not guarantee that facilities will be available when the work order is submitted.

(G)2.1.1.5.1.5 Telephone Number Availability

Enables a telephone number (TN) to be assigned to a line. Pathnet will be able to accept one or more TNs. If the end user

requests a specific number, range of numbers, or a vanity number, Pathnet must call USW's ISC and the request will be handled manually.

G)2.1.1.5.1.6 Telephone Number Accept

Allows Pathnet to select one or more TNs returned by the Telephone Number Availability transaction. Expiration periods for selection and submission are described in the Interconnect & Resale Resource Guide.

(G)2.1.1.5.1.7 Appointment Availability

Allows Pathnet to view a calendar of available appointments.

(G)2.1.1.5.1.8 Appointment Reservation

Enables Pathnet to select and reserve an available appointment after the appointment availability calendar has been returned to Pathnet by USW. Once the appointment period has been submitted, USW will return a confirmation number. Expiration periods for selection and submission are described in the Interconnect & Resale Resource Guide.

(G)2.1.1.5.2 Ordering and Provisioning

With the pre-ordering steps completed, the requisite information will have been obtained from Pathnet. Submitting an LSR will result in the provisioning and installation, if necessary, of an end user's service. The functional set associated with ordering is: submit an LSR, store a service request, request status, receive completion notification, and Firm Order Confirmation (FOC).

(G)2.1.1.5.2.1 Submit LSR

This transaction allows Pathnet to submit the LSR.

(G)2.1.1.5.2.2 Store Service Request

This transaction allows Pathnet to store a new or existing SR until the SR is

supplemented, canceled, or completed, or for thirty (30) calendar days, whichever occurs first.

(G)2.1.1.5.2.3 Firm Order Confirmation

Once a service request is accepted by USW, the assigned service order number(s) is returned to Pathnet. This may not happen in real time. Pathnet can then use the service order number(s) or the PON(s) to status the work order. Firm Order Confirmation means that USW has received the service request, issued the order, and assigned an order number for tracking. In addition, it confirms the dates USW will meet.

(G)2.1.1.5.2.4 Status Query/Response

This transaction will allow Pathnet to obtain the status of a work order. USW will return the current status for the specified work order.

Note: This status request is issued by Pathnet on demand.

(G)2.1.1.5.2.5 Completion Notification

This transaction notifies Pathnet that the service request has been completed. If Pathnet is using IMA GUI, this notification is provided via a daily batch update. If Pathnet is using EDI SOAR, this notification is provided upon completion of the LSR.

(G)2.1.1.6 Forecast of Usage

(G)2.1.1.6.1 USW requires that Pathnet supply USW with a forecast of anticipated products to be ordered through the Electronic Connections Platforms. USW will use the product forecast to determine Pathnet's capacity on the IMA GUI or SOAR EDI server.

(G)2.1.1.6.2 USW will use Pathnet's forecast to ensure Pathnet has sufficient capacity to provide the services and elements requested. If Pathnet exceeds its capacity without notification, to the

extent that it causes degradation to other users' response times, Pathnet's use of its capacity on the IMA or SOAR EDI server will be discontinued until a resolution can be mutually agreed to by both Parties. USW will attempt to notify Pathnet before discontinuing Pathnet's use of the IMA or SOAR EDI server; however USW reserves the right to discontinue use if it is unable to contact Pathnet.

(G)2.1.1.6.3 When Pathnet requests over twenty simultaneous connections, USW requires the use of a T1 line instead of dial-up capabilities.

(G)2.1.2 ASR (Access Service Request) Ordering Process

(G)2.1.2.1 USW proposes the use of the existing EXACT system for orders placed using the ASR process. EXACT is compliant with the OBF Access Service Order Guidelines (ASOG). The EXACT interface accepts a batch file that is transmitted via an NDM connection to USW from Pathnet. It is Pathnet's responsibility to obtain the appropriate software to interface with USW's EXACT system.

Until such time as Pathnet is able to communicate with USW through the use of the EXACT system, USW will accept a faxed ASR from Pathnet for services that Pathnet desires to order from USW. USW will respond via fax with the DLR and FOC as well as other communication regarding normal information regarding the service requested by Pathnet.

(G)2.1.2.2 The Products that can be ordered electronically via EXACT using the ASR process are listed in the Interconnect & Resale Resource Guide.

(G)2.1.2.3 Functions

(G)2.1.2.3.1 Submit ASR

This transaction allows Pathnet to submit the ASR.

(G)2.1.2.3.2 Firm Order Confirmation

Once an ASR is accepted by USW, the assigned service order number(s) is returned to Pathnet. Firm Order Confirmation means that

USW has received the ASR, issued the order and assigned an order number for tracking. In addition, it confirms the dates USW will meet.

(G)2.1.3 Facility Based EDI Listing Process

The Facility Based EDI Listing Process is a single interface from Pathnet to USW. This interface is compliant with OBF LSOG and ANSI ASC X.12 standards, version 4010. This interface enables Pathnet listing data to be translated and passed into the USW listing database. After USW's daily batch processing, a Confirmation/Completion record (for every PON provided on input) is returned to Pathnet via an EDI 855 transaction.

(G)2.1.4 USW will continue to make improvements to the electronic interfaces as the technology evolves, providing notification to Pathnet consistent with the provisions of this Section.

(G)2.2 Maintenance and Repair

(G)2.2.1 Repair functions allow Pathnet to report trouble with communications circuits and POTS and design services provided by USW.

(G)2.2.2 Pathnet shall use the Electronic Connections Platforms for reporting trouble. The Electronic Connections Platforms are comprised of either the MEDIACC Electronic Bonding (EB) interface or the IMA GUI interface.

(G)2.2.3 The MEDIACC Electronic Bonding (EB) interface uses CMIP protocol over X.25 packet switching network using ANS T1M1.5 227/228 standards.

(G)2.2.4 The IMA GUI also provides a single interface for trouble reporting from Pathnet to USW and is browser based. The IMA GUI interface uses a Berkley Socket interface using ANSI T1M1.5 227/228 standards. The IMA GUI uses JAVA as the standard. The IMA GUI Interface currently supports trouble reporting for POTS and design services.

(G)2.2.5 Functions

(G)2.2.5.1 Maintenance and Repair - The functions, processes and systems used in repair are based on a Trouble Report (TR), which is an electronic document maintained in one or more Operations Systems. A TR contains information about the end user, the trouble, the status of the work on the trouble and the results of the investigation and resolution efforts. These

business processes have been summarized and will be made available to Pathnet in the following functional set: open a trouble report, modify a trouble report, notification of status change, view trouble report status, cancel a trouble report, receive a trouble report history, resubmit/delete an erred trouble report and close a trouble report. Until such time that Pathnet can deliver an electronic bonded TR, Pathnet will deliver to USW trouble reports via telephone call to the appropriate center.

(G)2.2.5.1.1 Open Trouble Report - Gives Pathnet the capability to open a TR with USW. Once a TR has been successfully opened, USW sends an electronic transaction to Pathnet identifying information about the TR (e.g., Commitment Date and Tracking Number).

(G)2.2.5.1.2 Modify Trouble Report - Allows Pathnet to modify the trouble severity (for example; change from "service affecting" to "out of service") and trouble narrative on a TR until it has been cleared. This transaction is currently only supported for POTS.

(G)2.2.5.1.3 Status Change Notification - Provides notification to Pathnet that the status of a previously opened TR has changed. If Pathnet is using EB, Pathnet will receive this notification via an electronic transaction. If Pathnet is using the IMA GUI Interface, Pathnet will receive this notification via email and/or fax.

(G)2.2.5.1.4 View Trouble Report Status/Trouble Report Status Request - If Pathnet is using IMA GUI, allows Pathnet to view the status of an opened Trouble Report. If Pathnet is using EB, USW sends an electronic transaction to Pathnet with the status of an opened TR after Pathnet sends an electronic transaction to request the status.

(G)2.2.5.1.5 Cancel Trouble Report - Allows Pathnet to request to cancel a previously opened TR. Once a request to cancel is received, an orderly cessation of the trouble resolution process begins. If USW has completed any work before the trouble resolution process is stopped, charges to Pathnet may apply.

(G)2.2.5.1.6 Trouble Report History - Provides Pathnet with historical information on up to the last three trouble reports. For POTS, the disposition and trouble report date and time are provided. For design services, the trouble report date and time, a text description of the disposition, the USW Trouble Report Number, and the trouble type are provided. This transaction is currently only available via IMA GUI.

(G)2.2.5.1.7 Resubmit/Delete - Trouble reports can be resubmitted or deleted via IMA GUI if, prior to entering USW's OSS, the transaction fails or errors. This transaction is only valid if the TR has not entered USW's OSS. This transaction is currently only available via IMA GUI.

(G)2.2.5.1.8 Close a Trouble Report - For POTS, USW closes the TR once work is complete. For design services, USW sends Pathnet a request for verification to close. Pathnet then authorizes or denies the closure. Pathnet has twenty-four (24) hours to respond. If a response is not received within that time frame, the TR will automatically be closed.

USW provides notification to Pathnet that a TR has been closed because the trouble was resolved. Additional information, (e.g., disposition, disposition description, outage duration, maintenance of service, charge indicator) are also included. If Pathnet is using EB, Pathnet will receive this response via an electronic transaction. If Pathnet is using the IMA GUI Interface, Pathnet will receive this response via email and/or fax.

(G)2.3 Hours of Operation

USW Operational Support Systems will be available to Pathnet consistent with the USW retail operations and internal processes that support pre-ordering, ordering and provisioning, maintenance and repair, and billing as they are described in this Agreement.

(G)2.4 Billing

(G)2.4.1 For products billed out of the USW IABS system, USW will utilize the existing CABS/BOS format and technology for the transmission of bills.

(G)2.4.2 For products billed out of the USW CRIS systems, USW will utilize the existing EDI standard for the transmission of monthly local billing information. EDI is an established standard under the auspices of the American National Standards Institute/Accredited Standards Committee (ANSI/ASC) X12 Committee. A proper subset of this specification has been adopted by the Telecommunications Industry Forum (TCIF) as the "811 Guidelines" specifically for the purposes of telecommunications billing.

(G)2.5 Outputs

Output information will be provided to Pathnet in the form of bills, files, and reports. Bills will capture all regular monthly and incremental/usage charges and present them in a summarized format. The files and reports delivered to Pathnet provide more detailed information than the bills. They come in the following categories:

Usage Record File - Line Usage Information
Loss and Completion - Order Information
Category 11 - Facility Based Line Usage Information
SAG/FAM - Street Address/Facility Availability Information

(G)2.5.1 Bills

(G)2.5.1.1 CRIS Summary Bill - The CRIS (Customer Record Information System) Summary Bill represents a monthly summary of charges for most wholesale products sold by USW. This bill includes a total of all charges by entity plus a summary of current charges and adjustments on each sub-account. Individual sub-accounts are provided as billing detail and contain monthly, one time charges and incremental/call detail information. This provides one bill and one payment document for Pathnet. These bills are segmented by state and bill cycle. The number of bills received by Pathnet is dictated by the product ordered and the USW region in which Pathnet is operating. These bills are as described in the Interconnect Resources and Resale Guide.

(G)2.5.1.2 IABS Bill - The IABS (Interexchange Access Billing System) Bill represents a monthly summary of charges.

This bill includes monthly and one time charges plus a summary of any usage charges. These bills are segmented by product, LATA, billing account number (BAN) and bill cycle. The list of products and the bill media can be found in the Interconnect Resource and Resale Guide.

(G)2.5.2 Files and Reports

(G)2.5.2.1 Daily Usage Record File

This file provides the accumulated set of call information for a given day as captured, or "recorded" by the network switches. This file will be transmitted Monday through Friday. This information is a file of unrated USW originated usage messages and rated Pathnet originated usage messages. It is provided in ATIS standard EMI format. This EMI format is outlined in the document SR-320; which can be obtained directly from ATIS. The Daily Usage Record File contains multi-state data for the Data Processing Center generating this information. Individual state identification information is contained with the message detail. USW will provide this data to Pathnet with the same level of precision and accuracy it provides itself. Such precision cannot and will not exceed the current capabilities of the software in the switches today. This file will be provided for the following list of products:

Resale
Unbundled Switch

The charge for this Daily Usage Record File is contained in Part H of this Agreement.

Routing of in-region IntraLATA Collect, Calling Card, and Third Number Billed Messages - USW will distribute in-region intraLATA collect, calling card, and third number billed messages to Pathnet and exchange with other Co-Providers operating in region in a manner consistent with existing inter-company processing agreements. Whenever the daily usage information is transmitted to a carrier, it will contain these records for these types of calls as well.

(G)2.5.2.2 Loss Report - Provides Pathnet with a daily (Saturday - Sunday) report that contains a list of accounts that have had lines and/or services disconnected. This may indicate that the end user has changed LSP (Local Service Provider) or removed services from an existing account. This report also details the order number, service name and address, and date this change was made. Individual reports will be provided for the following list of products:

Interim Number Portability
Resale
Unbundled Loop
Unbundled Line-side Switch

This report media is described in the Interconnect Resource and Resale Guide.

(G)2.5.2.3 Completion Report - Provides Pathnet with a daily (Saturday - Sunday) report. This report is used to advise Pathnet that the order(s) for the service(s) requested is complete. It details the order number, service name and address and date this change was completed. Individual reports will be provided for the following list of products:

Interim Number Portability
Resale
Unbundled Loop
Unbundled Line-side Switch

This report media is described in the Interconnect Resource and Resale Guide.

(G)2.5.2.4 Category 11 Records- These Exchange Message Records (EMR) provide mechanized record formats that can be used to exchange access usage information between USW and Pathnet. Category 1101 series records are used to exchange detailed access usage information.

Category 1150 series records are used to exchange summarized meet Point billed access minutes-of-use.

These mechanized records are available from USW in the following formats:

NDM (direct connect or dial-up)
Comet

Tape
Cartridge

(G)2.5.2.5 SAG/FAM Files- The SAG (Street Address Guide)/ FAM (Facility Availability Matrix) files contain the following information:

SAG provides: - Address and Serving Central Office Information.

FAM provides: - USOCs and descriptions by state - (POTS services only). USOC availability by NPA-NXX with the exception of Centrex. InterLATA/IntraLATA carriers by NPA-NXX.

These files are made available via a download process. They can be retrieved by ftp (file transfer protocol), NDM (Network Data Mover) connectivity, or a Web browser.

(G)2.6 Modifications to OSS Interfaces

Pathnet and USW agree to discuss the modification of OSS interfaces based upon evolving standards (e.g., data elements, protocols, transport networks, etc.) and guidelines issued by or referenced by relevant Alliance for Telecommunication Industry Solution (ATIS) committees. Establishment of new, or changes to industry standards and guidelines will be reviewed on no less than a quarterly basis commencing on the effective date of this Agreement. This review will consider standards and guidelines that have reached final closure as well as those published in final form. Both Parties agree to evaluate evolving standards and determine the relevant modification to be implemented based upon the latest approved version adopted or the latest version reflecting final closure by the relevant ATIS committee or subcommittee. The Parties will use reasonable effort to reach closure upon the necessary changes within no more than three months of initiating each review and to implement the changes within nine months or earlier, if reasonably possible, unless there is agreement to a different implementation schedule.

(G)2.6.1 In the course of establishing operational ready system interfaces between USW and Pathnet to support local service delivery, Pathnet and USW may need to define and implement system interface specifications that are supplemental to existing standards. Pathnet and USW will submit such specifications to the appropriate standards committee and will work towards its acceptance as a standard.

(G)2.6.2 Release updates will be based on regulatory obligations as dictated by the FCC or Commissions and, as time permits, the agreed to changes requested by the FORUM. USW will provide to Pathnet

the features list for modifications to the interface ninety (90) days prior to any release date. Specifications for interface modifications will be provided to Pathnet three weeks prior to the release date. Pathnet is required to upgrade to the current release within six months of the installation date.

(G)2.6.3 This Part G constitutes the entirety of the OSS agreement. Nothing beyond what is described herein, should be implied or inferred.

(G)2.7 Pathnet Responsibilities for Implementation of OSS Interfaces

(G)2.7.1 Before any Pathnet implementation can begin, Pathnet must completely and accurately answer the New Customer Questionnaire. This questionnaire is provided by the USW account manager and details information needed by USW to establish service for Pathnet.

(G)2.7.2 Once USW receives a complete and accurate New Customer Questionnaire, USW and Pathnet will mutually agree upon time frames for Pathnet implementation.

(G)2.7.3 If using the SOAR EDI interface, USW will provide Pathnet with a copy of the Production Readiness Verification document. Pathnet is obligated to meet the requirements specified in the Production Readiness Verification document regardless of whether Pathnet chooses to participate in the Production Readiness Verification Test.

(G)2.8 Pathnet Responsibilities for On-going Support for OSS Interfaces

(G)2.8.1 If using the IMA GUI interface, Pathnet must work with USW to train Pathnet personnel on the IMA GUI functions that Pathnet will be using. USW and Pathnet shall concur on which IMA GUI functions should be included in Pathnet's training.

(G)2.8.2 An exchange protocol will be used to transport EDI formatted content. Pathnet must perform certification testing of exchange protocol prior to using SOAR EDI.

(G)2.8.3 If Pathnet is using SOAR EDI, USW shall provide Pathnet with a pre-allotted amount of time to complete certification of its business scenarios. It is the sole responsibility of Pathnet to schedule an appointment with USW for certification of its business scenarios. Pathnet must comply with the agreed upon dates and times scheduled for the certification of its business scenarios. If the certification of business scenarios is delayed due to Pathnet, it is the sole responsibility of Pathnet to schedule new appointments for certification of its business scenarios. Conflicts in the schedule could result in certification being delayed. If a delay is due to USW,

USW will honor Pathnet's schedule through the use of alternative hours.

(G)2.8.4 If Pathnet is using the SOAR EDI interface, Pathnet must work with USW to certify the business scenarios that Pathnet will be using in order to ensure successful transaction processing. USW and Pathnet shall mutually agree to the business scenarios for which Pathnet is required to be certified. Certification is granted only for a specific release of SOAR EDI. New releases of SOAR EDI may require re-certification of some or all business scenarios. A determination as to the need for re-certification will be made by the USW Coordinator in conjunction with the release manager of each SOAR EDI release. Notice of the need for re-certification will be provided to Pathnet three weeks prior to the release date.

(G)2.8.5 In the event of Electronic Interface trouble, Pathnet shall use its best efforts to isolate and resolve the trouble using the guidelines provided in the Production Readiness Verification document. If Pathnet cannot resolve the problem, then Pathnet should contact the LSP Systems Help Desk. The LSP Systems Help Desk is Pathnet's Single Point of Contact for Electronic Interface trouble.

(G)2.9 LSP Systems Help Desk

(G)2.9.1 The LSP Systems Help Desk will provide a single point of entry for Pathnet to gain assistance in areas involving connectivity; system availability of SOAR EDI and IMA GUI; and File Outputs. These areas are further described below.

(G)2.9.1.1 Connectivity

Connectivity covers trouble with Pathnet's access to the USW System for Hardware configuration requirements with relevance to SOAR EDI and IMA GUI; software configuration requirements with relevance to SOAR EDI and IMA GUI; modem configuration requirements; T1 configuration and dial in string requirements; firewall access configuration; SecurID configuration; Profile Setup and password verification.

(G)2.9.1.2 System Availability of SOAR EDI and IMA GUI System

System availability covers system errors generated during an attempt by Pathnet to place orders or open trouble reports through SOAR EDI and IMA GUI. These system errors are limited to: POTS; Design Services and Repair.

(G)2.9.1.3 File Outputs

File Outputs covers Pathnet's output files and reports produced from its usage and order activity.

File outputs system errors are limited to: Daily Usage File; Loss / Completion File; IABS Bill; CRIS Summary Bill; Category 11 Report and SAG/FAM Reports.

(G)2.9.2 The LSP Systems Help Desk does not support status or trouble while the Service Order is processing through the ISC.

(G)2.9.3 Hours of Operation

The LSP Systems Help Desk is available Monday through Friday, 6:00 a.m. until 8:00 p.m. Mountain Time, excluding USW holidays.

(G)2.10 Compensation / Cost Recovery

On-going and one-time startup charges, as applicable, will be billed at rates to be specified by the Commission at the completion of an appropriate cost docket hearing. For any systems charges not included in an appropriate cost docket hearing and that pertain to any of the OSS provisions contained herein, rates will be established on an individual case basis.

(G)3. Access To Telephone Numbers

(G)3.1 Nothing in this Agreement shall be construed in any manner to limit or otherwise adversely impact either Party's right to the request and assignment of any NANP number resources including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines published by the Industry Numbering Committee ("INC") as INC 95-0407-008, formerly ICCF 93-0729-010). The latest version of the Guidelines will be considered the current standard.

(G)3.2 Intentionally left blank for numbering consistency.

(G)3.3 Intentionally left blank for numbering consistency.

(G)3.4 The Parties will comply with code administration requirements as prescribed by the Federal Communications Commission and accepted industry guidelines.

(G)3.5 It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to the Local Exchange Routing Guide (LERG) to recognize and route traffic to the other Party's assigned NXX codes. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities. The Parties will cooperate to establish

procedures to ensure the timely activation of NXX assignments in their respective networks.

(G)3.6 Each Party shall be responsible for notifying its end users of any changes in numbering or dialing arrangements to include changes such as the introduction of new NPAs or new NXX codes.

(G)3.7 Each Party is responsible for administering NXX codes assigned to it. Each Party is responsible for arranging LERG input for NXX codes assigned to its switches. Each Party shall use the LERG published by Bellcore or its successor for obtaining routing information and shall provide through an authorized LERG input agent, all required information regarding its network for maintaining the LERG in a timely manner.

(G)4. Dialing Parity

The Parties shall provide dialing parity to each other as required under Section 251(b)(3) of the Act. This Agreement does not impact either Party's ability to default IntraLATA Toll via a specific dialing pattern until otherwise required by the Act.

(G)5. U S WEST Dex

USW and Pathnet agree that certain issues outside the provision of basic white page directory listings, such as yellow pages advertising, yellow pages listings, directory coverage, directory distribution, access to call guide pages (phone service pages), applicable listings criteria, white page enhancements and publication schedules will be the subject of negotiations between Pathnet and directory publishers, including U S WEST Dex. USW acknowledges that Pathnet may request USW to facilitate discussions between Pathnet and U S WEST Dex.

(G)6. Notice Of Changes

Notice should be written and provide pertinent descriptive information of such changes, within the limitations of confidentiality and disclosure, such that the other Party can evaluate potential effects. Also included with the written notice should be contact names and phone numbers for subsequent discussions.

This is good faith effort on the part of the Parties and will evolve over time as required for effective Interconnection and end user service delivery.

(G)7. Referral Announcement

When an end user changes from USW to Pathnet, from Pathnet to a different Carrier, or from Pathnet to USW, and does not retain its original main/listed telephone number, the Party formerly providing service to the end user will provide a transfer of service announcement on the abandoned telephone number. Each Party will provide this referral service consistent with its Tariff. This announcement will provide details on the new number that must be dialed to reach this end user.

(G)8. Maintenance and Repair

(G)8.1 Service Levels

(G)8.1.1 USW will provide repair and maintenance for all services covered by this Agreement in a manner equal to that which USW provides for itself.

(G)8.1.2 During the term of this Agreement, USW will provide necessary maintenance business process support to allow Pathnet to provide similar service quality to that provided by USW to its end users.

(G)8.1.3 USW will perform repair service that is equal in timeliness and quality to that which it provides to its own end users.

(G)8.2 Branding

(G)8.2.1 Should USW need to use various forms for communication with Pathnet end users (while out on premise dispatches on behalf of Pathnet, for example), USW will use unbranded forms.

(G)8.2.2 If required by Pathnet, USW will use branded forms at Pathnet's full expense, covering training costs, storage, printing, distribution and all other branding-related costs.

(G)8.3 Service interruptions

(G) 8.3.1 The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not: 1) interfere with or impair service over any facilities of the other Party; its affiliated companies, or its connecting and concurring carriers involved in its services; 2) cause damage to their plant; 3) violate any applicable law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities; or 4) create hazards to the employees of either Party or to the public. Each of these requirements is hereinafter referred to as an "Impairment of Service".

(G) 8.3.2 If it is confirmed that either Party is causing an Impairment of Service, as set forth in this Section, the Party whose network or service is being impaired (the "Impaired Party") shall promptly notify the Party causing the Impairment of Service (the "Impairing Party") of the nature and location of the problem. The Impaired Party shall advise the Impairing Party that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be required. The Impairing Party and the Impaired Party agree to work together to attempt to promptly resolve the

Impairment of Service. If the Impairing Party is unable to promptly remedy the Impairment of Service, the Impaired Party may temporarily discontinue use of the affected circuit, facility or equipment.

(G) 8.3.3 To facilitate trouble reporting and to coordinate the repair of the service provided by each Party to the other under this Agreement, each Party shall designate a repair center for such service.

(G) 8.3.4 Each Party shall furnish a trouble reporting telephone number for the designated repair center. This number shall give access to the location where records are normally located and where current status reports on any trouble reports are readily available. If necessary, alternative out-of-hours procedures shall be established to ensure access to a location that is staffed and has the authority to initiate corrective action.

(G) 8.3.5 Before either Party reports a trouble condition, it shall use its best efforts to isolate the trouble to the other's facilities.

(G) 8.3.5.1 In cases where a trouble condition affects a significant portion of the other's service, the Parties shall assign the same priority provided to other interconnecting Co-Providers and itself.

(G) 8.3.5.2 The Parties shall cooperate in isolating trouble conditions.

(G)8.4 Trouble Isolation

(G)8.4.1 According to applicable state Tariffs, USW will bill appropriate Trouble Isolation Charges for dispatched work done by USW where the trouble is found to be on the end user's side of the NID or trouble is found to be in Pathnet's portion of the network.

(G)8.4.2 Other Trouble Isolation Charges may also be imposed by USW on Pathnet for other internal repair work incurred on behalf of Pathnet and later found to be in Pathnet network components.

(G)8.5 Inside Wire Maintenance

Except where specifically required by state or federal regulatory mandates, USW will not perform any maintenance of inside wire (premise wiring beyond the end user's NID) for Pathnet or its end users.

(G)8.6 Testing/Test Requests/Coordinated Testing/UNEs

(G)8.6.1 USW will make the decision to test an end user's line or circuit. The test systems used by USW are finite, and their capacity has been designed according to USW's operating standards.

(G)8.6.2 Although some types of trouble reports typically will not require a test, USW usually runs certain standard tests on each line on which trouble has been reported.

(G)8.6.3 Prior to any test being conducted on a line, USW must receive a trouble report from Pathnet.

(G)8.6.4 USW end users are not given test results. On manually-reported trouble USW will not provide to Pathnet the test results for its trouble reports. For electronically-reported trouble, Pathnet may see various basic test results.

(G)8.6.5 USW's test systems do not support testing of unbundled network elements. Pathnet shall isolate the trouble condition on UNE end users to USW's portion of the end user's service before USW accepts a trouble report for that end user.

(G)8.7 Workcenter Interfaces

USW and Pathnet shall work cooperatively to develop positive, close working relationships among corresponding workcenters involved in the trouble resolution processes.

(G)8.8 Misdirected Repair Calls

(G)8.8.1 Pathnet shall inform its own end users as to where to report their trouble conditions. Any misdirected repair calls will be advised to call their own telephone service provider and will be provided the correct telephone number for that purpose (this referral may occur within a voice response system or other interactive systems).

(G)8.8.2 Pathnet and USW will employ the following procedures for handling misdirected repair calls;

(G)8.8.2.1 Pathnet and USW will provide their respective end users with the correct telephone numbers to call for access to their respective repair bureaus.

(G)8.8.2.2 End users of Pathnet shall be instructed to report all cases of trouble to Pathnet. End users of USW shall be instructed to report all cases of trouble to USW.

(G)8.8.2.3 To the extent the correct provider can be determined, misdirected repair calls will be referred to the proper provider of Basic Exchange Telecommunications Service.

(G)8.8.2.4 Pathnet and USW will provide their respective repair contact numbers to one another on a reciprocal basis.

(G)8.8.2.5 In responding to repair calls, neither Party shall make disparaging remarks about each other, nor shall they use these repair calls as the basis for internal referrals or to solicit end users to market services.

(G)8.8.2.6 Performance targets for speed of repair call answering will be the same as USW's performance targets for its own end users.

(G)8.9 Major Outages/Restoral/Notification

(G)8.9.1 USW will notify Pathnet of major network outages as soon as is practical. This notification will be via e-mail to Pathnet's identified contact. With the minor exception of certain proprietary information, USW will utilize the same thresholds and processes for external notification as it does for internal purposes. This major outage information will be sent via E-mail on the same frequency schedule as is provided internally within USW. Service restoration will be non-discriminatory, and will be accomplished as quickly as possible according to USW and/or industry standards.

(G)8.9.2 USW will meet with associated personnel from Pathnet to share contact information and review USW's outage restoral processes and notification processes.

(G)8.9.3 USW's emergency restoration process operates on a 7X24 basis.

(G)8.10 Protective Maintenance

(G)8.10.1 USW will perform scheduled maintenance equal in quality to that which it provides to itself.

(G)8.10.2 USW will work cooperatively with Pathnet to develop industry-wide processes to provide as much notice as possible to Pathnet of pending maintenance activity. Such process work will include establishment of reasonable thresholds and notification standards.

(G)8.11 Hours of Coverage

USW's repair operation is seven days a week, 24 hours a day. Not all functions or locations are covered with scheduled employees on a 7X24 basis. Where

such 7X24 coverage is not available USW's repair operations center (always available 7X24) can call-out technicians or other personnel required for the situation.

(G)8.12 Escalations

(G)8.12.1 USW will provide trouble escalation procedures to Pathnet. Such procedures will be based on the processes USW employs for its own end users. USW escalations are manual processes.

(G)8.12.2 USW repair escalations begin with calls to the up-front trouble reporting centers.

(G)8.13 Dispatch

(G)8.13.1 USW will provide maintenance dispatch personnel on the same schedule as it provides for its own end users.

(G)8.13.2 Upon the receipt of a trouble report from Pathnet, USW will do all that is reasonable and practical, according to internal and industry standards, to resolve the repair condition. USW will dispatch repair personnel on occasion to repair the condition. It will be USW's decision whether or not to send a technician out on a dispatch. USW reserves the right to make this dispatch decision based on the best information available to it in the trouble resolution process. It is not always necessary to dispatch to resolve trouble; should Pathnet require a dispatch when USW believes the dispatch is not necessary, appropriate charges will be billed by USW to Pathnet for those dispatch-related costs.

(G)8.13.3 For POTS lines USW will not request authorization from Pathnet prior to dispatch. For lines supported by USW's designed services process, USW may accept Pathnet authorization to dispatch. USW's operational processes are regularly reviewed and may be altered in the future. Should processes be changed, Pathnet will be notified.

(G)8.13.4 USW expects that Pathnet will have performed appropriate trouble isolation and screening prior to handing the trouble report off to USW.

(G)8.14 Electronic Reporting

(G)8.14.1 USW will accept repair reports from Pathnet through a mechanized system (IMA).

(G)8.14.2 USW will work cooperatively with Pathnet to develop repair reporting via electronic bonding (other than IMA), based on national standards.

(G)8.15 Intervals/Parity

Similar trouble conditions, whether reported on behalf of USW end users or on behalf of Pathnet end users, will receive similar commitment intervals.

(G)8.16 Jeopardy Management

Notification to Pathnet will be given as soon as USW becomes aware that a trouble report interval is likely to be missed. This process will be the same as that used by USW for its own end users.

(G)8.17 Trouble Screening

(G)8.17.1 Pathnet shall screen and test its end user trouble reports completely enough to insure that it sends to USW only trouble reports that involve USW facilities.

(G)8.17.2 USW will cooperate with Pathnet to show Pathnet how USW screens trouble conditions in its own centers, so that Pathnet will employ similar techniques in its centers.

(G)8.18 Maintenance Standards

(G)8.18.1 USW will cooperate with Pathnet to meet the maintenance standards outlined in this Agreement.

(G)8.18.2 On manually-reported trouble, USW will inform Pathnet of repair completion as soon as is practical after its completion. On electronically reported trouble reports the electronic system will automatically update status information, including trouble completion, across the joint electronic gateway.

(G)8.19 End User Interfaces

(G)8.19.1 Pathnet will be responsible for all interactions with its end users including service call handling and notifying its end users of trouble status and resolution.

(G)8.19.2 All USW employees who perform repair service for Pathnet end users will be trained in non-discriminatory behavior.

(G)8.20 Repair Call Handling

Manually-reported repair calls by Pathnet to USW will be answered with the same quality and speed as USW answers calls from its own end users.

(G)8.21 Single Point of Contact

(G)8.21.1 USW will provide a single point of contact for Pathnet to report maintenance issues and trouble reports via electronic interfaces seven days a week, twenty-four hours a day.

(G)8.21.2 For manually-reported trouble reports, a single 7X24 trouble reporting telephone number will be provided to Pathnet for each category of trouble situation being encountered.

(G)8.22 Network Information

(G)8.22.1 USW maintains an information database, available to Pathnet for the purpose of allowing Pathnet to obtain information about USW's NPAs, LATAs, Access Tandems and Central Offices.

(G)8.22.2 This database is known as the ICONN database, available to Pathnet via USW's Web site.

(G)8.22.3 CPNI information and NXX activity reports are also included in this database.

(G)8.22.4 ICONN is updated every two weeks.

(G)8.23 Maintenance Windows

(G)8.23.1 Generally, USW performs major switch maintenance activities off-hours, during certain "maintenance windows".

(G)8.23.2 This work usually takes place in the early morning hours and/or on weekends.

(G)8.23.3 Generally, the maintenance window is between 10:00 PM through 6:00 AM Monday through Friday and Saturday 10:00 PM through Monday 6:00 AM, Mountain Time.

(G)8.23.4 Although USW normally does major switch maintenance at these times, there will be occasions where this will not be possible.

(G)8.23.5 Planned generic upgrades to USW switches are included in the ICONN database, available to Pathnet via USW's Web site. It is here that Pathnet can find the information needed to plan for its own network requirements.

(G)9. Bona Fide Request Process

(G)9.1 Any request for Interconnection or access to an unbundled Network Element that is not already available as described herein shall be treated as a Bona Fide Request (BFR). USW shall use the BFR Process to determine the terms

and timetable for providing the requested Interconnection or access to UNEs, if available, and the technical feasibility of new/different points of Interconnection. USW will administer the BFR Process in a non-discriminatory manner.

(G)9.2 A BFR shall be submitted in writing and on the appropriate USW form for BFRs. Pathnet and USW will work together to prepare the BFR form. This form shall be accompanied by the non-refundable Processing Fee specified in Part H of this Agreement. The form will request, and Pathnet will need to provide, at a minimum: (a) a technical description of each requested Network Element or new/different points of Interconnection; (b) the desired interface specification; (c) each requested type of Interconnection or access; (d) a statement that the Interconnection or Network Element will be used to provide a Telecommunications Service; (e) the quantity requested; (f) the specific location requested; (g) if the requested unbundled Network Element is a proprietary element as specified in Section 251(d)(2) of the Act, Pathnet must submit documentation that demonstrates that access to such Network Element is necessary, that the failure to provide access to such Network Element would impair the ability of Pathnet to provide the services that it seeks to offer, and that Pathnet's ability to compete would be significantly impaired or thwarted without access to such requested proprietary element; and (h) if the requested unbundled Network Element is a non-proprietary element as specified in Section 251(d)(2) of the Act, Pathnet must submit documentation that demonstrates that denial of access to such unbundled non-proprietary Network Element would decrease the quality or increase the cost of the service sought to be offered by Pathnet.

(G)9.3 Within fifteen (15) business days of its receipt, USW shall acknowledge receipt of the BFR and in such acknowledgment advise Pathnet of missing information, if any, necessary to process the BFR. Thereafter, USW shall promptly advise Pathnet of the need for any additional information required to complete the analysis of the BFR.

(G)9.4 Within thirty (30) business days of its receipt of the BFR and all information necessary to process it, USW shall provide to Pathnet a preliminary analysis of the BFR. The preliminary analysis shall specify USW's conclusions as to whether or not the requested Interconnection or access to an unbundled Network Element complies with the unbundling requirements set forth above.

(G)9.4.1 If USW determines during the thirty (30) day period that a BFR does not qualify as a Network Element or Interconnection that is required to be provided under the Act, USW shall advise Pathnet as soon as reasonably possible of that fact, and USW shall promptly, but in no case later than ten business days after making such a determination, provide a written report setting forth the basis for its conclusion.

(G)9.4.2 If USW determines during the thirty (30) day period that the BFR qualifies under the Act, it shall notify Pathnet in writing of such determination within ten (10) business days.

(G)9.4.3 As soon as feasible, but in any case within ninety (90) business days after USW notifies Pathnet that the BFR qualifies under the Act, USW shall provide to Pathnet a BFR quote. The BFR quote will include, at a minimum, a description of each Interconnection and Network Element, the quantity to be provided, any interface specifications, and the applicable rates (recurring and nonrecurring) including the separately stated development costs and construction charges of the Interconnection or the Network Elements and any minimum volume and term commitments required.

(G)9.5 If USW has indicated minimum volume and term commitments, then within thirty (30) business days of its receipt of the BFR quote, Pathnet must either agree to purchase under those commitments, cancel its BFR, or seek mediation or arbitration.

(G)9.6 If Pathnet has agreed to minimum volume and term commitments under the preceding paragraph, Pathnet may cancel the BFR or volume and term commitment at any time, but in the event of such cancellation Pathnet will pay USW's reasonable development costs incurred in providing the Interconnection or Network Element, to the extent that those development costs are not otherwise amortized.

(G)9.7 If either Party believes that the other Party is not requesting, negotiating, processing or implementing any BFR in good faith, or disputes a determination, or quoted price or cost, it may seek arbitration pursuant to the Dispute Resolution provision of this Agreement.

(G)10. Audit Process

(G)10.1 "Audit" shall mean the comprehensive review of:

(G)10.1.1 Data used in the billing process for services performed, including reciprocal compensation, and facilities provided under this Agreement; and

(G)10.1.2 Data relevant to provisioning and maintenance for services performed or facilities provided by either of the Parties for itself or others that are similar to the services performed or facilities provided under this Agreement for Interconnection or access to UNEs.

(G)10.2 The data referred to above shall be relevant to any performance standards that are adopted in connection with this Agreement, through negotiation, arbitration or otherwise. This Audit shall take place under the following conditions:

(G)10.2.1 Either Party may request to perform an Audit.

(G)10.2.2 The Audit shall occur upon thirty (30) business days written notice by the requesting Party to the non-requesting Party.

(G)10.2.3 The Audit shall occur during normal business hours.

(G)10.2.4 There shall be no more than two Audits requested by each Party under this Agreement in any 12-month period.

(G)10.2.5 The requesting Party may review the non-requesting Party's records, books and documents, as may reasonably contain information relevant to the operation of this Agreement.

(G)10.2.6 The location of the Audit shall be the location where the requested records, books and documents are retained in the normal course of business.

(G)10.2.7 All transactions under this Agreement which are over twenty-four (24) months old will be considered accepted and no longer subject to Audit. The Parties agree to retain records of all transactions under this Agreement for at least twenty-four (24) months.

(G)10.2.8 Each Party shall bear its own expenses occasioned by the Audit, provided that the expense of any special data collection shall be born by the requesting Party.

(G)10.2.9 The Party requesting the Audit may request that an Audit be conducted by a mutually agreed-to independent auditor. Under this circumstance, the costs of the independent auditor shall be paid for by the Party requesting the Audit.

(G)10.2.10 In the event that the non-requesting Party requests that the Audit be performed by an independent auditor, the Parties shall mutually agree to the selection of the independent auditor. Under this circumstance, the costs of the independent auditor shall be shared equally by the Parties.

(G)10.2.11 The Parties agree that if an Audit discloses error(s), the Party responsible for the error(s) shall, in a timely manner, undertake corrective action for such error(s). All errors not corrected within thirty (30) business days shall be escalated to the Vice-President level.

(G)10.3 All information received or reviewed by the requesting Party or the independent auditor in connection with the Audit is to be considered Proprietary Information as defined by this Agreement. The non-requesting Party reserves the right to require any non-employee who is involved directly or indirectly in any Audit or the resolution of its findings as described above to execute a nondisclosure agreement satisfactory to the non-requesting Party. To the extent an Audit involves access to information of other competitors, Pathnet and USW will

aggregate such competitors' data before release to the other Party, to insure the protection of the proprietary nature of information of other competitors. To the extent a competitor is an affiliate of the Party being audited (including itself and its subsidiaries), the Parties shall be allowed to examine such affiliates' disaggregated data, as required by reasonable needs of the Audit.

(G)11. Local Interconnection Data Exchange for Billing

(G)11.1 There are certain types of calls or types of Interconnection that require exchange of billing records between the Parties, including, for example, alternate billed and Toll Free Service calls. The Parties agree that all call types must be routed between the networks, accounted for, and settled among the Parties. Certain calls will be handled via the Parties' respective operator service platforms. The Parties agree to utilize, where possible and appropriate, existing accounting and settlement systems to bill, exchange records and settle revenue.

(G)11.2 The exchange of billing records for alternate billed calls (e.g., calling card, bill-to-third number and collect) will be distributed through the existing CMDS processes, unless otherwise separately agreed to by the Parties.

(G)11.3 Inter-Company Settlements ("ICS") revenues will be settled through the Calling Card and Third Number Settlement System ("CATS"). Each Party will provide for its own arrangements for participation in the CATS processes, through direct participation or a hosting arrangement with a direct participant.

(G)11.4 Non-ICS revenue is defined as IntraLATA collect calls, calling card calls, and billed to third number calls which originate on one service provider's network and are billed by another service provider located within the same USW geographic specific region. The Parties agree to negotiate and execute an agreement for settlement of non-ICS revenue. This separate arrangement is necessary since existing CATS processes do not permit the use of CATS for non-ICS revenue. The Parties agree that current message distribution processes, including the CMDS system or USW in-region facilities can be used to transport the call records for this traffic.

(G)11.5 Both Parties will provide the appropriate call records to the IntraLATA Toll Free Service provider, thus permitting the service provider to bill its end users for the inbound Toll Free Service. No adjustments to bills via tapes, disks or NDM will be made without the mutual agreement of the Parties.

(G)11.6 A charge will apply for Category 1101XX and 1150XX records sent by USW to Pathnet in an EMR mechanized format. These records are used to provide information necessary for Pathnet to bill the Interexchange Carrier for jointly provided Switched Access Services and 8XX database queries. The charge is for each record created and transmitted and is listed in Part H of this Agreement.

(G)12. Construction Charges

(G)12.1 All rates, charges and initial service periods specified in this Agreement contemplate the provision of network Interconnection services and access to UNEs to the extent existing facilities are available. Except for modifications to existing facilities necessary to accommodate Interconnection and access to UNEs specifically provided for in this Agreement, USW will consider requests to build additional or further facilities for network Interconnection and access to UNEs as described in the applicable Part of this Agreement.

(G)12.2 All necessary construction will be undertaken at the discretion of USW, consistent with budgetary responsibilities, consideration for the impact on the general body of end users and without discrimination among the various carriers.

(G)12.3 A quote for Pathnet's portion of a specific job will be provided to Pathnet. The quote will be in writing and will be binding for ninety (90) business days after the issue date. When accepted, Pathnet will be billed the quoted price and construction will commence after receipt of payment. If Pathnet chooses not to have USW construct the facilities, USW reserves the right to bill Pathnet for the expense incurred for producing the engineered job design.

(G)12.4 In the event a construction charge is applicable, Pathnet's service application date will become the date upon which USW receives the required payment.

(G)13. Service Performance

(G) 13.1 General Provisions

(G)13.1.1 USW and Pathnet agree that, under the Act USW is required to provide Interconnection, Unbundled Network Elements and finished services for resale to Pathnet and other Co-Providers, all for use as Telecommunications Services, in a nondiscriminatory manner. Accordingly, USW agrees to provide service performance data to Pathnet in a manner that will assist in making a determination of whether USW has provided services to Pathnet in a nondiscriminatory manner.

(G)13.1.2 In no instance shall this Agreement be construed to require USW to provide superior levels of service to Pathnet in comparison to the level of service which USW provides to itself or its own end users.

(G)13.1.3 For purposes of determining whether Pathnet has complied with the Act and state laws, Pathnet agrees to measure its performance for the applicable service performance indicators listed below in providing required reciprocal services to USW.

(G)13.1.4 USW may wish to procure from Pathnet services other than those referenced above. In such case, USW reserves the right to seek the applicable information regarding performance of Pathnet in the same or similar manner as described in this Agreement.

(G)13.1.5 As further specified in this Section, USW will provide results for the list of performance indicators identified for the following Standard Service Groupings: Resold Residential POTS; Resold Business POTS; Resold ISDN; Resold Centrex and Centrex-like services; Resold PBX trunks, DID and Digital Switched Service (DSS); Resold DS-0, Resold DS-1, Resold DS-3, Interconnection LIS Trunks; Unbundled Loops (analog 2-wire; digital capable 2-wire and 4-wire) (under development); Unbundled Switch; and Unbundled Transport.

(G)13.2 Service Performance Indicators

The following Service Performance Indicators will be provided, subject to the provisions of this Section.

(G)13.2.1 Gateway Availability Indicator

GA-1 Gateway Availability

(G)13.2.2 Pre-Ordering Indicators

PO-1 Average Pre-Order/Order Transaction Response Interval (under development)

A. Due Date Reservation/Appointment Scheduling

B. Feature Function and Service Availability Information

C. Facility Availability

D. Street Address Validation

E. Customer Service Records

F. Telephone Number

(G)13.2.3 Ordering and Provisioning Indicators

OP-1 Average Speed of Answer – Interconnect Provisioning Center

OP-2 Percent Calls Answered within 20 Seconds – Interconnect Provisioning Center

OP-3 Installation Commitments Met – Non-designed Installation Process
OP-4 Installation Commitments Met – Designed Installation Process
OP-5 Average Installation Interval – Non-designed Installation Process
OP-6 Average Installation Interval – Designed Installation Process
OP-7 Installation Trouble Reports
OP-8 Average Delayed Days

(G)13.2.4 Maintenance and Repair Indicators

MR-1 Average Speed of Answer – Interconnect Repair Center
MR-2 Percent Calls Answered within 20 Seconds – Interconnect Repair Center
MR-3 Out of Service Cleared within 24 hours – Non-designed Repair Process
MR-4 All Troubles Cleared within 48 hours – Non-designed Repair Process
MR-5 All Troubles Cleared within 4 hours – Designed Repair Process
MR-6 Mean Time to Restore – Non-designed Repair Process
MR-7 Mean Time to Restore – Designed Repair Process
MR-8 Repair Repeated Report Rate
MR-9 Trouble Rate (non Co-Provider specific)

(G)13.2.5 Billing Indicators

BI-1 Mean Time to Provide USW Recorded Usage Records (under development)
BI-2 Mean Time to Deliver Electronic Invoices (under development)

(G)13.2.6 Operator Services/Directory Assistance Indicators

OS-1 Average Speed of Answer – Operator Services
OS-2 Calls Answered Within Ten Seconds – Operator Services
DA-1 Average Speed of Answer – Directory Assistance
DA-2 Calls Answered Within Ten Seconds – Directory Assistance

(G)13.2.7 Emergency Service Indicators

ES-1 Percent ALI Database Updates Completed Accurately Within 24 Hours
ES-2 Average 911/E911 Trunk Installation Interval

(G)13.2.8 Collocation Provisioning Indicators

CP-1-a Installation Commitments Met (Physical Channel Termination

CP-2-b Installation Commitments Met (Virtual Channel Termination

(G)13.2.9 Network Interconnection Indicators

NI-1 Mean Time Between Customer-Affecting Failures
- A. Local Interconnection Trunks
- B. Within USW's Network

NI-2 Mean Time to Restore Customer-Affecting Failures
- A. Physical Channel Termination
- B. Virtual Channel Termination

(G)13.2.10 Diagnostic Indicators

In addition to the performance indicators identified above, USW will report the following indicators that do not directly address nondiscrimination but may be useful in diagnosing problems or improving service:

DOP-1 Co-Provider or Co-Provider Customer-Caused Installation Misses
DOP-2 Average Order Error/Rejection Notice Interval
DOP-3 Percent Orders Flowed-through to Service Order Processor without Rejection
DOP-4 Percent Orders Rejected
DOP-5 Average Firm Order Confirmation (FOC) Interval
DMR-1 Co-Provider or Co-Provider Customer-Caused Trouble Reports
DCP-1 Co-Provider or Co-Provider Customer-Caused Collocation Misses

(G)13.3 Service Quality Performance Results Reports

(G)13.3.1 For Resale, USW will provide service performance results for performance indicators listed above for Pathnet, other Co-Providers in aggregate, USW end users, and where applicable, for USW affiliates.

(G)13.3.2 For LIS trunks, USW will provide service performance indicator results as follows:

(G)13.3.2.1 Performance results will be provided for LIS trunks procured by Pathnet and other Co-Providers which utilize joint planning with USW in procuring LIS trunks, and

(G)13.3.2.2 The performance results for LIS trunk services which USW provides to its affiliates which furnish Telecommunications Services, or

(G)13.3.2.3 If Pathnet does not participate in joint forecasting and joint planning, only Pathnet results will be provided.

(G)13.3.3 For Unbundled Network Elements, USW will provide service performance results for performance indicators listed above for Pathnet, and other Co-Providers in aggregate.

(G)13.4 The performance results provided to Pathnet by USW shall be consistent with the current version of the USW Service Performance Indicator Descriptions (PID). These descriptions shall be the exclusive description used by both Pathnet and USW when discussing performance results.

(G)13.5 The performance results provided under this Agreement are to be used solely for the purposes set forth herein, and shall be treated as "Confidential Information" as provided in Part A of this Agreement.

(G) 13.6 Service Performance - Reported Events

(G) 13.6.1 When applicable, the Parties will report service-related performance results for all "events". An "event" is the activity that generates the measurement.

(G)13.6.2 The Parties will report Pathnet results referenced above provided:

(G)13.6.2.1 Pathnet has ordered and is utilizing the services reported;

(G)13.6.2.2 If Pathnet does not have at least fifty (50) state-specific events (per performance indicator) that are reportable during the reported month, USW will provide Pathnet with its results but will not provide the results of other Co-Providers or end users.

(G)13.6.3 The Parties will provide the reports on a calendar monthly basis. These reports will be provided within forty-five (45) calendar days of the close of the preceding month.

(G)13.7 Statistically and Operationally Significant Deviations in Reported Trend Results

(G)13.7.1 The Parties agree that a statistically and operationally significant trend of occurrences over a period of three (3) or more

consecutive months must occur before any conclusions may be drawn from the data.

(G)13.7.2 The Parties agree not to rely on this data to determine whether any trend suggesting that non-compliance with the Act may be occurring until the Party has collected six months of data. Either Party may rely upon trend analysis utilizing past data so long as no less than each of three consecutive months' data is utilized in determining a trend.

(G)13.7.3 Determination of the significance of a difference in each monthly service performance indicator result shall be based on a standard deviation or means test, commonly referred to as a "Z test". A difference in results will be deemed significant if the one-tailed Z test shows with 99 percent confidence, that service operations provided to the other Party appear inferior to similar operations provided by the Party to itself, or which favors other Co-Providers or end users, as applicable.

(G)13.7.4 If a statistically and operationally significant difference has occurred in the trend results the Parties shall meet on at least a monthly basis to discuss the Parties efforts to end the statistically and operationally significant difference in trend results.

(G)13.7.5 If a statistically and operationally significant difference has occurred in the trend results for any particular performance indicator, the Parties shall allow three (3) months to correct the difference in the trend results. If the statistically and operationally significant difference in trend results is corrected within the three (3) month time, no action, formal or informal, can be taken by either Party with respect to that difference.

(G)13.7.6 If the statistically and operationally significant difference in trend results is not corrected within the three (3) month time frame, the Dispute Resolution provision of this Agreement shall apply.

(G)13.8 Delaying Events

(G)13.8.1 A Party's failure to meet a requirement in this Section of this Agreement shall not be included when that failure is a result, directly or indirectly, of a Delaying Event.

(G)13.8.2 A "Delaying Event" means:

(G)13.8.2.1 Failure by either Party to perform any of its obligations set forth in this Agreement,

(G)13.8.2.2 Any delay, act or failure to act by an end user, agent or subcontractor of the other Party or

(G)13.8.2.3 Any Force Majeure Event.

(G)13.8.3 If a Delaying Event prevents either Party from performing a measured activity, then such measured activity shall be excluded from the performance indicator(s).

(G)13.9 Records Retention for Service Performance Indicators

Each Party shall maintain complete and accurate records, for the specified review period of its performance under this Agreement for each measured activity. Each Party shall provide such records to the other Party in a self-reporting format. Such records shall be in the format kept in the performing Party's ordinary course of business. The Parties agree that such records shall be deemed "Confidential Information".

(G)13.10 Joint Defense and Advocacy

The Parties shall jointly and separately advocate and defend the sufficiency of this Agreement in addressing the nondiscrimination requirements of the Act and wholesale services performance measurements reporting rights, remedies and related terms and conditions in any forum in which its sufficiency might be challenged.

(G)13.11 Cost Recovery

Each Party reserves the right to recover the costs associated with the creation of the above measures, indicators, and reports through a future proceeding before a regulatory body. Such a proceeding may address a wide range of implementation costs not otherwise recovered through charges established herein.

(G)14. Network Standards

(G)14.1 The Parties recognize that USW services and network elements have been purchased and deployed, over time, to Bellcore and USW technical standards. Specification of standards is built into the USW purchasing process, whereby vendors incorporate such standards into the equipment USW purchases. USW supplements generally held industry standards with USW Technical Publications.

(G)14.2 The Parties recognize that equipment vendors may manufacture telecommunications equipment that does not fully incorporate and may differ from industry standards at varying points in time (due to standards development processes and consensus) and either Party may have such equipment in place within its network. Except where otherwise explicitly stated within this Agreement, such equipment is acceptable to the Parties, provided said equipment does not pose a security, service or safety hazard to persons or property.

(G)14.3 Generally accepted and developed industry standards which the Parties agree to support include, but are not limited to:

(G)14.3.1 Switching

GR-954-CORE LIDB
GR-2863-CORE AIN
GR-1428-CORE Toll Free Service
GR-1432-CORE TCAP
GR-905-CORE ISUP
GR-1357-CORE Switched Fractional DS1
GR-1298-CORE AIN Switching System Generic Requirements
GR-1299-CORE AIN Service Control Point Adjunct Interface Generic Requirements
TR-NWT-001284 AIN 0.1 Switching System Generic Requirements
GR-905-CORE Common Channel Signaling Network Interface Specification
GR-1432-CORE CCS Network Interface Specification Bellcore TR-TSY-000540, Issue 2R2
GR-305-CORE
GR-1429-CORE
GR-2863-CORE
FR-64 LATA LSSGR
GR-334-CORE Switched Access Service
TR-NWT-000335 Voice Grade Special Access Services
TR-TSY-000529 Public LSSGR
TR-NWT-000505 LSSGR Call Processing
FR-NWT-000271 OSSGR
TR-NWT-001156 OSSGR Subsystem
SR-TSY-001171 System Reliability Analysis

(G)14.3.2 Transport

Bellcore FR-440
TR-NWT-000499 (TSGR) Transport Systems Generic Requirements
GR-820-CORE Generic Transmission Surveillance; DS1 and DS3 Performance
GR-253-CORE Synchronous Optical Network Systems (SONET)
TR-NWT-000507 Transmission
TR-NWT-000776 NID for ISDN Subscriber Access
TR-INS-000342 High Capacity Digital Special Access Service
ST-TEC-000051 & 52 Telecommunications Transmission Engineering Handbooks Volumes 1 & 2

(G)14.3.3 Loops

TR-NWT-000057 Functional Criteria for Digital Loop Carrier Systems Issue 2

TR-NWT-000393 Generic Requirements for ISDN Basic Access Digital Subscriber Lines
GR-253-CORE SONET Common Generic Criteria
TR-NWT-000303 Integrated Digital Loop Carrier System Generic Requirements
TR-TSY-000673 Operations Interface for an IDLC System
GR-303-CORE Issue 1 Integrated Digital Loop Carrier System Generic Requirements
TR-NWT-000393 Generic Requirements for ISDN Basic Access Digital Subscriber Lines
TR-TSY-000008 Digital Interface Between the SLC 96 Digital Loop Carrier System and a Local Digital Switch
TR-NWT-008 and 303
TA-TSY-000120 Subscriber Premises or Network Ground Wire
GR-49-CORE Generic Requirements for Outdoor Telephone Network Interface Requirements
TR-NWT-000239 Indoor Telephone Network Interfaces
TR-NWT-000937 Generic Requirements for Outdoor and Indoor Building Entrance
TR-NWT-000133 Generic Requirements for Network Inside Wiring

(G)14.4 The Parties will cooperate in the development of national standards for Interconnection elements as the competitive environment evolves. Recognizing that there are no current national standards for Interconnection network elements, USW has developed its own standards for some network elements, including:

USW Interconnection – Unbundled Loop #77384

Expanded Interconnection and Collocation for Private Line Transport and Switched Access Services - #77386

Unbundled Dedicated Interoffice Transport - #77389

Competitive Local Exchange Carrier Installation/Removal Guidelines - #77390

(G)14.5 USW Technical Publications have been developed to support service offerings, inform end users and suppliers, and promote engineering consistency and deployment of developing technologies. For a complete listing and to place orders for USW Technical Publications, contact:

Faison Office Products Company
3251 Revere St., Suite 200
Aurora, CO 80011
800-777-3672
Fax – 303-340-1905

PART H – SOUTH DAKOTA RATES

Rate Element	Rates	
H1. Resale		
- Services not available for resale		
• Customer Premises Equipment (separately or in a package) • Enhanced Services • Inside Wire (including installation, sale or maintenance) • USW Calling Card • Concession Service • Promotions equal to or less than 90 days in length		
- Wholesale Discount Rates	Wholesale Discount % Recurring Charges	Wholesale Discount % Nonrecurring Charges
- All USW Telecommunications Services, including IntraLATA Toll, with the exception of the services not available for resale above and as qualified below.	15.49%	N/A
- The following services are available only to the same class of customer eligible to purchase that service from USW:		
• Grandfathered • Residence • Lifeline/Link-up		
- The following services are available for resale under this Agreement but are not included in the wholesale pricing reflected above:		
• Public Access Lines • Private Line Used for Special Access • DSL Services such as Megabit Services		
	Recurring Charge	Nonrecurring Charge
- Customer Transfer Charge (CTC)		
The following nonrecurring charges apply when converting a USW account to a Pathnet account or when changing an end user from one Co-Provider to another.		
- Residence or Business		
- 1st line, Mechanized	N/A	$ 14.56
- Additional Line, Mechanized	N/A	$ 6.57
- 1st line, Manual	N/A	$ 27.52

Rate Element	Rates	
- Additional Line, Manual	N/A	$ 7.12
- Private Line Transport Services		
- First Circuit	N/A	$ 45.08
- Additional Circuit, per circuit, same CSR	N/A	$ 31.19
- Advanced Communications Services, per circuit	N/A	$ 50.48
- Product Specific Nonrecurring Charges: As set forth in USW tariffs, the product specific nonrecurring charges, without discount, will apply when additional lines or trunks are added or when the end user adds features or services to existing lines or trunks.		
- IntraLATA Toll Charges: Reseller shall have their choice of obtaining USW provided intraLATA toll for resale at an 15.49% discount, providing their own IntraLATA toll, or obtaining their IntraLATA toll from a third party.		
	Recurring Charge	Nonrecurring Charge
H2. Reciprocal Traffic Exchange		
- Entrance Facilities		
- Per DS1, electrical	$ 82.59	$ 287.04
- Per DS3, electrical	$ 336.99	$ 454.56
- LIS EICT		
- Per DS1	$ 12.57	$ 311.69
- Per DS3	$ 36.56	$ 313.28
- Direct Trunked Transport		
- DS1 Facility		
	Fixed	Per Mile
- 0 miles	None	None
- Over 0 to 8 miles	$ 34.75	$ 0.95
- Over 8 to 25 miles	$ 34.76	$ 1.82
- Over 25 to 50 miles	$ 34.76	$ 1.77
- Over 50 miles	$ 34.75	$ 1.23
- DS3 Facility		
	Fixed	Per Mile
- 0 miles	None	None
- Over 0 to 8 miles	$ 236.22	$ 10.43
- Over 8 to 25 miles	$ 236.53	$ 10.83
- Over 25 to 50 miles	$ 236.71	$ 9.91
- Over 50 miles	$ 243.94	$ 24.44

Rate Element	Rates	
Trunk Nonrecurring Charges	Recurring Charge	Nonrecurring Charge
- DS1 Interface		
- First Trunk	N/A	$323.03
- Each Additional Trunk	N/A	$10.21
- DS3 Interface		
- First Trunk	N/A	$331.71
- Each Additional Trunk	N/A	$18.27
- Multiplexing	Recurring Charge	Nonrecurring Charge
- DS3 to DS1	$ 191.32	$ 304.17
- Local Traffic		
- Call Termination, Per MOU	$ 0.003469	N/A
- Tandem Switched Transport		
- Tandem Switching, per MOU	$ 0.001748	N/A
- Tandem Transmission, per minute	Fixed	Per Mile
- 0 miles	None	None
- Over 0 to 8 miles	$ 0.000412	$ 0.000012
- Over 8 to 25 miles	$ 0.000406	$ 0.000014
- Over 25 to 50 miles	$ 0.000408	$ 0.000013
- Over 50 miles	$ 0.000410	$ 0.000009
- Cancellation Charge (LIS Trunks)	USW South Dakota State Switched Access Tariff	
- Expedite Charge	USW South Dakota State Switched Access Tariff	
	Recurring Charge	Nonrecurring Charge
- Construction Charges	ICB	ICB
- Exchange Access (IntraLATA Toll)	USW's South Dakota State Switched Access Tariff	
- Transit Traffic		
- Exchange Service (EAS/Local) Transit	$ 0.002244	
- Exchange Access (IntraLATA Toll) Transit	USW's South Dakota State Switched Access Tariff At assumed 7 miles	
- Category 11 Mechanized Record	$ 0.0025	N/A
H3. Collocation		
- All Collocation		
- Quote Prep. Fee	N/A	$ 1000.00

Rate Element	Rates	
- Collocation Entrance Facility- 2 Fibers	$ 107.83*	$ 1000.00
* Pursuant to Order TC 96-184 the recurring rate is applicable for the first two years of the agreement. After that period, the recurring rate will be $2.83.		
- Express Fiber Entrance Facility	$10.28	$21,043.57
- Cross Connect Entrance Facility	$2.57	$2982.33
- Cable Splicing		
- Per set-up	N/A	$ 474.70
- Per fiber spliced	N/A	$ 37.95
-Power (all)		
- 48 Volt DC Power, per ampere per month	$ 15.24	N/A
- 48 Volt DC Power Cable, per ampere, per foot, per A and B feeder		
- 20 Ampere Capacity	$ 0.11	$ 70.21
- 40 Ampere Capacity	$ 0.15	$ 95.20
- 60 Ampere Capacity	$ 0.17	$ 107.22
- 100 Ampere Capacity	$ 0.25	$ 140.92
- 200 Ampere Capacity	$ 0.40	$ 220.74
- 300 Ampere Capacity	$ 0.55	$ 304.86
- 400 Ampere Capacity	$ 0.71	$ 394.26
	Recurring Charge	Nonrecurring Charge
- Inspector, per ½ hour		
- During business hours	N/A	$ 27.70
- After business hours	N/A	$ 35.99
- Cross Connect Termination		
- Per Termination		
- DS0	$ 0.0096	$ 5.49
- DS1	$ 0.0220	$ 12.99
- DS3	$ 0.3330	$ 196.87
- OCn	ICB	ICB
- Block Terminations		
- DS0	$ 1.28	$ 723.63
- DS1	$ 0.9380	$ 554.54
- DS3	$ 0.5334	$ 315.28
- OCn	ICB	ICB
- Security*		
- Per Employee, Per C.O.	$ 7.09	N/A
* If escort is required additional charges will apply on an ICB.		

Rate Element	Rates	
- Cable Racking, per foot, per termination		
- Per DS0 2-Wire	N/A	$ 0.0142
- Per DS0 4-Wire	N/A	$ 0.0284
- Per DS1	N/A	$ 0.0284
- Per DS3	N/A	$ 0.6240
- OCn	N/A	ICB
- Channel Regeneration		
- DS1 EICT Regeneration	$ 12.21	$ 311.69
- DS3 EICT Regeneration	$ 75.61	$ 313.28
- Grounding (With the exception of Virtual Collocation)		
- 2 AWG	$ 0.1359	$ 6.31
- 1/0 AWG	$ 0.2006	$ 9.32
- 4/0 AWG	$ 0.2385	$ 11.08
- 350 kcmil	$ 0.3673	$ 17.07
- 500 kcmil	$ 0.4283	$ 19.90
- 750 kcmil	$ 0.5314	$ 24.70
- CO (Central Office) Synchronization, per equipment bay	$8.90	N/A
- Virtual Collocation		
- Maintenance Labor, per ½ hour		
- During business hours	N/A	$ 24.54
- After business hours	N/A	$ 32.64
- Training Labor, per ½ hour	N/A	$ 24.54
- Engineering, per ½ hour		
- During business hours	N/A	$ 23.93
- After business hours	N/A	$ 32.01
- Installation, per ½ hour		
- During business hours	N/A	$ 27.70
- After business hours	N/A	$ 35.99
	Recurring Charge	Nonrecurring Charge
- Equip. Bay, per shelf	$3.88	N/A
- Physical Collocation		
- Space Construction and Site Preparation	N/A	ICB
- Cage/Hard Wall Enclosure	ICB	ICB

Rate Element	Rates	
- Floor Space Lease		
- Rent (w/ Maintenance) – per sq. ft. - Zone 1	$ 2.75	N/A
- Rent (w/ Maintenance) – per sq. ft. -Zone 2	$ 2.26	N/A
- Rent (w/ Maintenance) – per sq. ft. -Zone 3	$ 2.06	N/A
- Back-up AC Power, per foot, per AMP		
- 20 Amp, Single Phase	$ 0.02	$ 10.34
- 20 Amp, Three Phase	$ 0.02	$ 11.72
- 30 Amp, Single Phase	$ 0.02	$ 10.80
- 30 Amp, Three Phase	$ 0.02	$ 13.09
- 40 Amp, Single Phase	$ 0.02	$ 11.87
- 40 Amp, Three Phase	$ 0.03	$ 14.61
- 50 Amp, Single Phase	$ 0.02	$ 13.24
- 50 Amp, Three Phase	$ 0.03	$ 16.64
- 60 Amp, Single Phase	$ 0.03	$ 14.36
- 60 Amp, Three Phase	$ 0.03	$ 18.46
- 100 Amp, Single Phase	$ 0.03	$ 16.68
- 100 Amp, Three Phase	$ 0.04	$ 23.45
- Cageless Physical Collocation		ICB
H4. UNEs (Unbundled Network Elements)		
- ITP (Interconnection Tie Pairs) (Also known as EICT)		
- ITP, Per Termination		
- 2 wire DS0 ITP	$ 1.14	$ 274.65 *
- 4 wire DS0 ITP Analog	$ 1.45	$ 274.65 *
- DS1 ITP	$ 12.57	$ 311.69 *
- DS3 ITP	$ 36.56	$ 313.28 *
* Nonrecurring ITP charge waived if ordered with other service		
- ITP Regeneration		
- DS1	$ 12.21	$ 311.69
- DS3	$ 75.61	$ 313.28

Rate Element	Rates	
- E-UDIT (Extended Unbundled Dedicated Interoffice Transport)	Recurring Charge	Nonrecurring Charge
- DS1 E-UDIT	$ 56.58	$ 448.36
- DS3 E-UDIT	$ 282.81	$ 448.36
- OC-3 E-UDIT	$ 982.70	$ 448.36
- OC-12 E-UDIT	$ 1323.32	$ 448.36
- UDIT (Unbundled Dedicated Interoffice Transport) – DS0, DS1, DS3		
- UDIT Regeneration		
- DS1	$0.00	$0.00
- DS3	$0.00	$0.00
- DS0 Facility	N/A	$ 293.55
	Fixed	Per Mile
- 0 miles	$ 0	$ 0
- Over 0 to 8 miles	$ 17.14	$ 0.09
- Over 8 to 25 miles	$ 17.12	$ 0.12
- Over 25 to 50 miles	$ 17.13	$ 0.11
- Over 50 miles	$ 17.14	$ 0.07
	Recurring Charge	Nonrecurring Charge
- DS1 Facility	N/A	$ 302.91
	Fixed	Per Mile
- 0 miles	None	None
- Over 0 to 8 miles	$ 34.75	$ 0.95
- Over 8 to 25 miles	$ 34.76	$ 1.82
- Over 25 to 50 miles	$ 34.76	$ 1.77
- Over 50 miles	$ 34.75	$ 1.23
	Recurring Charge	Nonrecurring Charge
- DS3 Facility	N/A	$ 302.91
	Fixed	Per Mile
- 0 miles	None	None
- Over 0 to 8 miles	$ 236.22	$ 10.43
- Over 8 to 25 miles	$ 236.53	$ 10.83
- Over 25 to 50 miles	$ 236.71	$ 9.91
- Over 50 miles	$ 243.94	$ 24.44
	Recurring Charge	Nonrecurring Charge
- OC-3 UDIT	N/A	$ 331.92
	Fixed	Per Air Mile
- 0 miles	None	None
- Over 0 to 8 miles	$ 875.75	$ 233.19
- Over 8 to 25 miles	$ 883.21	$ 71.21
- Over 25 to 50 miles	$ 843.00	$ 88.94
- Over 50 miles	$ 874.93	$ 60.73

Rate Element	Rates	
	Recurring Charge	Nonrecurring Charge
- OC-12 UDIT	N/A	$ 331.92
	Fixed	Per Air Mile
- 0 miles	None	None
- Over 0 to 8 miles	$ 1895.24	$ 138.54
- Over 8 to 25 miles	$ 1843.86	$ 151.96
- Over 25 to 50 miles	$ 2173.46	$ 86.79
- Over 50 miles	$ 2128.24	$ 92.64
- DS0 UDIT Low Side Channelization	$ 6.00	N/A
- Multiplexing	Recurring Charge	Nonrecurring Charge
- DS1 to DS0	$ 181.28	$ 280.77
- DS3 to DS1	$ 191.32	$ 287.45
- DS1/DS0 Mux Low Side Channelization	$ 3.24	$ 231.47
- Unbundled Loops		
- Analog Loops		
- 2-wire LIS-Link	$ 21.09	N/A
- 4-wire LIS-Link	$ 39.34	N/A
- Non-loaded Loops		
- 2- wire Non-loaded Loops	$ 26.14	N/A
- 4- wire Non-loaded Loops	$ 49.35	N/A
-Cable Unloading and Bridge Tap Removal*	N/A	$ 58.50
* This charge applies only when loop unloading is necessary		
- Digital Capable Loops		
- Basic rate ISDN capable Loop	$ 26.14	N/A
- DS1 capable Loop	$ 96.87	N/A
- Regeneration		
- DS1	$ 12.21	N/A
- ADSL Qualified	$26.14	N/A
- Extension Technology	$ 21.49	N/A
- Loop Installation Charges		
- Basic Installation		
- Analog Loop	N/A	$ 106.29
- Each Additional Analog Loop (same location, same order)	N/A	$ 58.44
- Basic Installation w/ Performance Testing		
- First Loop	N/A	$ 170.79
- Each additional Loop (same location, same order)	N/A	$ 86.61

Rate Element	Rates	
- Coordinated Installation w/ Cooperative Testing		
- First Loop	N/A	$ 218.00
- Each additional Loop (same location, same order)	N/A	$ 133.81
- Coordinated Installation w/o Cooperative Testing		
- First Loop	N/A	$ 117.19
- Each additional Loop (same location, same order)	N/A	$ 59.60
- NID (Network Interface Device)	$ 58.58	N/A
- Tandem Switching		
- DS1 Message Trunk Port	N/A	$ 337.96
	Recurring Charge	Nonrecurring Charge
- Trunk Group-First Trunk	N/A	$ 278.91
- Message Trunk Group-Each Additional Trunk	N/A	$ 8.64
- Per MOU	$ 0.001748	N/A
- Local Switching		
- Analog Line Side Port	$ 1.84	$ 101.15
- Each Additional Port	$ 1.84	$ 54.43
- Vertical Features		
- Call Forwarding-Busy Line	$ 0.1386	N/A
- Call Forwarding-Don't Answer	$ 0.1696	N/A
- Call Forwarding-Variable	$ 0.1414	N/A
- Call Forwarding-Variable Remote	$ 0.1128	N/A
- Call Hold	$ 0.0568	N/A
- Call Park-Store and Retrieve	$ 0.1289	N/A
- Call Pickup	$ 0.0577	N/A
- Call Transfer	$ 0.2166	N/A
- Call Waiting-Terminating/Cancel Call Waiting	$ 0.1330	N/A
- CLASS Call Waiting ID	$ 0.0519	N/A
- CLASS Calling Name and Number	$ 0.1915	N/A

Rate Element	Rates	
- CLASS Calling Number Delivery	$ 0.0808	N/A
- CLASS Calling Number Delivery-Blocking	$ 0.3822	N/A
- CLASS Continuous Redial	$ 0.5008	N/A
- CLASS Last Call Return	$ 0.4258	N/A
- CLASS Priority Calling	$ 1.0829	N/A
- CLASS Selective Call Forwarding	$ 0.9206	N/A
- CLASS Selective Call Rejection	$ 1.7651	N/A
- CLASS Anonymous Call Rejection	$ 0.3937	N/A
- Distinctive Ringing	$ 0.0797	N/A
- Message Waiting/ Indication-Audible/Visual	$ 0.0662	N/A
- Speed Call Long-Customer Changeable	$ 0.0654	N/A
- Station Dial Conferencing (6 way)	$ 1.0508	N/A
- Three Way Calling	$ 0.0963	N/A
- Speed Call Long – Customer Changeable	$ 0.0654	N/A
- Subsequent Order Charge	$ 12.75	N/A
	Recurring Charge	Nonrecurring Charge
- BRI/ISDN Digital Line Port	$ 17.13	
- First Port	N/A	$ 277.13
- Each Additional Port	N/A	$ 277.13
- Digital Trunk Port		
- DS1 Message Trunk Port	N/A	$ 337.96
- Message Trunk Group-First Trunk	N/A	$ 278.91
- Each Additional Trunk	N/A	$ 8.64
- DS0 Analog Trunk Port	ICB	ICB
- Local originating usage, per MOU	$ 0.003469	N/A
- Customized Routing	N/A	ICB
- Development of Custom Line Class Code	N/A	ICB
- Installation Charge, per switch	ICB	ICB

Rate Element	Rates	
- Common Channel Signaling/SS7		
- STP Port	$ 425.00	N/A
- Options Activation Charge		
- Basic Translations		
- First Point Code	N/A	$ 107.17
- Each additional Point Code	N/A	$ 7.32
- Database Translations		
- First Point Code	N/A	$ 121.82
- Each additional Point Code	N/A	$ 43.95
- Signal Formulation, ISUP, per call set-up request	$ 0.00198	N/A
- Signal Transport, ISUP, per call set-up request	$ 0.00145	N/A
- Signal Transport, TCAP, per data request	$ 0.00047	N/A
- Signal Switching, ISUP, per call set-up request	$ 0.00146	N/A
- Signal Switching, TCAP, per data request	$ 0.00048	N/A
- Construction Charges	ICB	ICB
H5. INP (Interim Number Portability)		
- First Number Ported, per service order	$ 3.15	N/A
- Additional Number Ported, per service order	$ 1.64	N/A
	Recurring Charge	Nonrecurring Charge
- DNRI, per ported number	$ 4.37	N/A
- Coordinated Out of Hours Cut, non Sunday/Holiday	N/A	$ 59.73 per hour per person
- Coordinated Out of Hours Cut on Sunday/Holidays	N/A	$ 73.74 per hour per person
H6. LNP (Local Number Portability)		
- LNP Queries	See FCC Tariff #5	

Rate Element	Rates	
H7. 911/E911	No Charge	
H8. Directory Assistance	Rate Per Call	
- Regional Directory Assistance, per call	$ 0.31	
- National Directory Assistance, per call	$ 0.385	
- Call Branding (Includes opening and closing brand)	ICB	$7120.00 – actual vendor charge
H9. White Pages Directory Listings		
- Primary Listings, White Pages	No Charge	
- Premium/Privacy Listings	General Exchange Tariff Rate, less wholesale discount	
H10. Directory Assistance List Information		
- Initial Database Load, per Listing	$ 0.05	N/A
- Reload of Database, per Listing	20% discount off initial load	N/A
- Daily Updates, per Listing	$ 0.06	N/A
- Daily Updates, per Listing for agents serving multiple Co-Providers	$ 0.05	N/A
- One-time Set Up Fee	N/A	$ 64.06/hour
- Media Charges for File Delivery		
	Recurring Charge	Nonrecurring Charge
- Electronic transmission	$ 0.002	N/A
- Tapes (charges only apply if this is selected as the normal delivery medium for daily updates)	$ 30/tape	N/A
- Shipping Charges (for tape delivery)	Rate charged by carrier selected	

Rate Element	Rates	
H11. Toll and Assistance Operator Services		
- Option A – Per Message		
- Operator Handled Calling Card	$ 0.46	N/A
- Machine Handled Call	$ 0.18	N/A
- Station Call	$ 0.84	N/A
- Person Call	$ 2.05	N/A
- Connect to Directory Assistance	$ 0.55	
- Busy Line Verify	$ 0.75	N/A
- Busy Line Interrupt	$ 0.92	N/A
- Operator Assistance	$ 0.36	N/A
- Option B		
- Operator Handled, Per Work Second	$0.0181	N/A
- Machine Handled Call, Per Call	$0.177	N/A
H12. AIN (Advanced Intelligent Network)		
- AIN Customized Service		ICB
- AIN Platform Access	ICB	ICB
- AIN Query Processing, per query	ICB	
H13. LIDB (Interconnection to Line Information Database)		
- LIDB, per query	Contained in FCC Tariff No. 5	
H14. Access to Poles, Ducts, Conduits and Right of Way		
- Pole Inquiry Fee, per mile	N/A	$ 114.00
- Innerduct Inquiry Fee, per mile	N/A	$ 171.00
- Field Verification Fee	N/A	ICB
- Make-Ready Work	N/A	ICB
- Pole Attachment Fee, per foot, per year	$ 2.22	N/A

Rate Element	Rates	
- Innerduct Occupancy Fee, per foot, per year –	$ 0.36	N/A
	Recurring Charge	Nonrecurring Charge
H15. 8XX Database Query	Rate Per Query	
- Per query, per attempt	$ 0.00117966	N/A
- POTS (Plain Old Telephone Service) Translation	$ 0.00005115	N/A
- Call Handling and Destination	$ 0.00004194	N/A
H16. ICNAM (InterNetwork Calling Name), per query	$ 0.016	N/A
	Recurring Charge	Nonrecurring Charge
H17. BFR (Bona Fide Request) Processing		
- Processing Fee	N/A	$ 2128.00
H18. Daily Usage Record File	$ 0.0011	N/A

PART I - SIGNATURE

Entire Agreement

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

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

Pathnet, Inc.	**U S WEST Communications, Inc.**
Michael A. Lubin	L. J. Stamp for
Signature	Signature
Michael A. Lubin	Kathy Fleming
Name Printed/Typed	Name Printed/Typed
Vice President	V.P. - Interconnection
Title	Title
12/7/99	12/13/99
Date	Date

ATTACHMENT 1
Microwave Physical Collocation

Terms and Conditions

1 Where technically feasible and available, USW will provide for physical collocation of Pathnet's microwave antenna equipment on the roofs of USW's Central Office Buildings and transmission equipment in collocation in USW's Central Office Buildings. Such equipment will be limited to only that which is necessary for local interconnection of Pathnet's network facilities to USW's network, access to USW's unbundled network elements, or to connect to another Co-Provider's facilities in their collocation facility.

Microwave Physical Collocation includes placement of supporting masts, non-penetrating roof mounts ("NPRM"), and microwave antenna(e) on the roof top or other suitable exterior spaces of USW's Central Offices. The method of placing Pathnet's antenna(e) shall be by NPRM unless the Parties mutually agree to a different method. The Parties agree that the elements listed below reflect requirements for Microwave Physical Collocation, which shall be provided in accordance with the rates, terms and conditions set forth below. The Parties acknowledge that Microwave Physical Collocation requires unobstructed line-of-sight. Rooftop space that allows for unobstructed line-of-sight will be provided by USW where technically feasible but is not guaranteed to be available.

2 Provisioning Process and Fees:

Initial Site Visit: Pathnet will provide a Site Visit Request to USW, in writing, setting forth the names of the USW Central Office Building(s) Pathnet wishes to visit for potential Microwave Physical Collocation. Such site visit consists of Pathnet representatives and appropriate USW personnel visiting a USW Central Office building for the purpose of determining whether an unobstructed line-of-sight is technically feasible. Such Site Visit does not obligate Pathnet to request, or USW to provide, Microwave Physical Collocation on the site. The site visit will take place within fifteen (15) business days of receipt by USW of Pathnet's Site Visit Request or as soon thereafter as can be scheduled by the Parties.

Pathnet will submit a Site Visit Request fee of $250.00 for each site requested with each Site Visit not to exceed two hours. Charges for site visits that take longer than two (2) hours will be charged by USW to Pathnet at USW's loaded labor rates on a per hour basis.

3 Microwave Physical Collocation Application:
Pathnet shall submit the appropriate collocation application fee and form pursuant to USW's EIC or other applicable tariff, in addition to the appropriate Microwave Physical

Collocation Application Form for each Central Office building where Pathnet seeks Microwave Physical Collocation. The forms and fees will apply both to space on the roof as well as space inside the USW Central Office. Within ten (10) days of receiving a collocation application USW shall inform Pathnet (i) if space is available inside the Central Office for termination equipment and (ii) if space is available on the roof, parapet, or other exterior structures.

If USW concludes that rooftop space which provides Pathnet with unobstructed line-of-sight does not appear to be technically feasible, USW will provide Pathnet with a written explanation of such technical infeasibility within fifteen (15) days of USW's receipt of the collocation application.

4 Pre-Construction/Technical Site Visit:

Within fifteen (15) business days of informing Pathnet that space is available inside the Central Office and on the roof or exterior structure, the Parties shall visit the Central Office rooftop or antenna where Microwave Physical Collocation has been requested to develop specific engineering and related technical data for use by USW to prepare a quote for the tasks to be performed by USW or its approved contractors related to the installations of the microwave facilities ("USW Quote"). At this site visit, USW will provide Pathnet all necessary information required for Pathnet to complete the requirements listed in this Section. This includes the information on the building structure necessary to mount the antenna mount pipe and other information that will be required for Pathnet to complete the "other relevant information" listed in this Section. Pathnet, by the end of the Pre-Construction/ Technical Site Visit, or within five (5) business days thereafter, shall provide USW with the following data:

- Type and manufacturer of antenna mount. Pathnet will supply a drawing of the mount, but the actual specifications may have to be developed with a manufacturer. Pathnet will supply this information as soon as it becomes available and USW will have to authorize the final design.
- Type and manufacturer of antenna equipment to be collocated by Pathnet on the rooftop space (vendor, capacity)
- Latitude, Longitude, Primary Antenna Line of sight requirements (Azimuth)
- Relevant information includes: Station Name, Call Sign, Far Station Call Sign, Type, Antenna Center Line (C/L), Antenna Gain, Diversity Antenna type (if used), Diversity Antenna C/L, Diversity Antenna Gain, Equipment Type, Equip
  Equipment Emission, Power (dBm/Watts), Receive Level (dBm), EIRP (dBm/Watts), Transmit Frequency (MHz)
- Other relevant information as identified at the site visit. This information may be provided as it is developed.

If such data is not provided within thirty (30) days, the request will be considered expired. In the event that Pathnet is researching other relevant information as described above, this thirty (30) day interval may be extended upon request by Pathnet.

5 Preparation of Quote(s):

Within thirty (30) days of receiving the information set forth above from Pathnet, USW will provide, as more fully described below, a Written Assessment and a USW Quote including a quote for the recurring and nonrecurring charges pursuant to the rates and terms set forth in Attachment 2 of this Agreement.

The Quote(s) shall reflect the specifications submitted by Pathnet and may change based on the actual field conditions encountered during construction. All USW Quotes shall be based upon the most cost-effective and practical method of accomplishing the tasks attendant to the proposed interconnection and collocation (including an Entrance Facility appropriate for microwave collocation), while still meeting all of the requirements of Bellcore Network Equipment Building System (NEBS) Level 1 Generic Equipment Requirements (TR-NWT-000063), Electromagnetic, Compatibility and Electrical Safety Generic Criteria for Network Telecommunication Equipment (TR-NWT-001089), and FCC OET Bulletin 65 dated 08/97, OSHA, as well as the following USW Technical Publications:

77360	Antenna Installation
77355	Central Office Grounding
77350	Central Office Installation
77351	Central Office Engineering
77352	Central Office Drawings
77367	Handling of Hazardous Materials
77390	CLEC Installation/Removal Guidelines

All Quotes shall be valid for thirty (30) days from issuance, and Pathnet shall accept or reject within such time period. To accept a Quote, Pathnet shall so state in writing and shall pay USW 50% of the total estimated charges ("Initial Payment") with the balance due upon completion of the Microwave Physical Collocation area and any necessary supporting electrical or building modification work. The date of such payment shall be the Start Date for purposes of this agreement.

6 Pathnet Responsibilities:

Pathnet may select the subcontractor(s) to provide the necessary work for the Microwave Physical Collocation arrangement or perform the work itself, if Pathnet is deemed a USW-approved contractor. If Pathnet elects to subcontract the work for the Microwave Physical Collocation arrangement, all contractors shall be USW-approved contractors. All work contracted or performed by Pathnet will be performed under the

reasonable supervision of USW personnel and comply with USW's nondiscriminatory practices and procedures.

6.1 Pathnet shall obtain any and all applicable and necessary permits, variances, licenses, approvals and authorizations from governmental agencies with jurisdiction, including without limitation, use permits and building permits, FCC licenses and FAA approval, if required, to operate and maintain Pathnet's facilities during the term of this Agreement.

6.2 Pathnet shall not use USW's property or permit Pathnet's agents or contractors to do anything in or about the Central Office(s) in conflict with any applicable law affecting the condition, use or occupancy of the property or the installation, operation or maintenance of Pathnet's Microwave Physical Collocation equipment. Pathnet shall not commit any public or private nuisance or any other act or practice which might or would materially disturb the quiet enjoyment of any occupant of nearby properties.

6.3 To the extent USW performs any of the work pursuant to the quotes set forth above, USW shall select the architect, engineers, surveyors, contractors, suppliers, consultants and subcontractors which may be necessary to develop plans, furnish materials and equipment, and perform construction work. USW shall manage all such work in accordance with the plans and specifications approved by the Parties, all applicable laws, codes and regulations, and shall require that all contractors perform their work in a good workmanlike manner. USW shall require that all Contractors include Pathnet as an additional insured to any policies of insurance maintained by the Contractor for purposes of the Work.

6.4 Notwithstanding any other provision of this Agreement, Pathnet hereby acknowledges that USW may have other Co-Providers with existing microwave physical collocation. USW may desire from time to time throughout the term of this Agreement to enter into agreements with other Co-Providers for the installation, operation and maintenance of communications facilities on or at USW's Property. Pathnet shall cooperate with USW and all other Co-Providers so as to reasonably accommodate the needs and requirements of such other Co-Providers with respect to the installation, operation, use and maintenance of their equipment and facilities, and all necessary alterations, modifications and other improvements to USW's property, including utility connections and access. Subject to ownership of any exclusive frequency rights, Pathnet's facilities shall not physically, electronically, or inductively interfere with the existing USW or other Co-Providers. Each transmitter individually and all transmitters collectively at a given location shall comply with appropriate federal, state, and/or local regulations governing the safe levels of RF radiation. The foregoing obligations shall apply in a non-discriminatory basis.

6.5 If another Co-Provider elects to place equipment on the roof that obstructs an existing line of sight, that Co-Provider's application will be denied unless all affected parties mutually agree to move an existing arrangement to allow for a clear line of sight. The costs to move the existing arrangement will be borne by such Co-Provider.

6.6 In the event Pathnet desires to relocate any of its existing Microwave Physical Collocation facilities to a different place on the relevant USW Central Office rooftop, Pathnet shall submit a written request to USW specifying the new location Pathnet proposes to occupy. USW shall, within thirty (30) days, approve such relocation or describe, in writing, why such relocation is not technically feasible.

6.7 Pathnet is responsible for providing cable from the radio frequency (RF) equipment to the entrance facility

7 USW Responsibilities:

7.1 Escorted access will also be provided as necessary by USW in accordance with Section 3.17 of the Collocation Agreement at Pathnet's expense. USW or its designated subcontractors shall perform all necessary work outside of the Microwave Physical Collocation arrangement (including work associated with grounding, power and building modifications) unless otherwise agreed to by the Parties.

7.2 USW reserves the right to reasonably object to any part of quotes received by Pathnet or work performed by Pathnet or USW-approved subcontractors on the grounds of quality of work, performance specifications, or scheduling, and to either select another contractor or provide a quote within a reasonable amount of time to Pathnet to perform the work itself, provided that in either event Pathnet shall not be adversely affected.

7.3 USW will manage roof space on a first-come/first-served basis. USW will work cooperatively with Pathnet in determining suitable space for Pathnet equipment. Once the parties mutually determine an initial location which provides for line of sight pursuant to above, Pathnet is guaranteed a clear line of sight from the antenna mount to the edge of USW's roof line, subject to section 5 above. If USW requires a building enhancement/ modification or through the placement of additional equipment obstructs Pathnet's existing line of sight, USW will work with Pathnet to move the antenna mount or raise the height of the antenna mount for a clear line of sight. The costs of this modification will be borne by USW.

7.4 USW will not generally provide power or environmental support to the roof space, and roof space may not be equipped with proper grounding. If USW agrees in response to a specific request by Pathnet to provide power, environmental support, or proper grounding to the roof space, Pathnet will bear all associated costs as specified by USW to provide such services.

7.5 USW will provide Pathnet a quote for the required entrance facility in compliance with Section 5 above.

8 Written Assessment. This shall include:

8.1 A statement of technical feasibility, including information on line of sight and any obstructions;

8.2 Preliminary construction drawings that show the relevant roof plan, elevations as necessary, and support structure detail; and

8.3 Electrical drawings.

9 USW Quotes: The Quote shall set forth separate itemized charges for the following work:

9.1 Architectural Plan Review:

This shall be the sum of hourly charges of USW Architects necessary to review the plans. USW shall not charge in excess of two hours for such review of draft(s), unless USW demonstrates that circumstances reasonably warrant additional time or the Parties agree that more time is required.

9.2 Permitting Review:

This shall be the sum of the hourly charges of USW Real Estate and/or Project Managers whose time was reasonably necessary and actually spent reviewing permitting material and/or assisting Pathnet in the permitting process. USW shall have final approval authority on all proposed conditions, (which shall not be unreasonably withheld) imposed by relevant jurisdictions and USW shall have the right to be represented at all hearings in connection with governmental approvals.

9.3 Exterior (and Related Interior) Building Modification Work:

USW will include a quote for USW to perform roof strengthening or any other exterior building modification that may be required and provide the

necessary entrance facility.

9.4 Supervision of General Contractor:

This shall be the sum of the hourly charges of any USW Real Estate Building Specialists or Project Managers who monitor the installation performed by Pathnet's contractor. All necessary monitoring and related activity undertaken by USW employees shall not exceed a total of two (2) hours per day of construction unless USW demonstrates that circumstances reasonably warrant additional time or the Parties agree that more time is required.

9.5 Special Security Construction:

If USW demonstrates that new secure access to the Microwave Physical Collocation location is reasonably necessary, or if Pathnet desires such access, the costs associated with the construction of such access shall be described on a separate schedule to be provided by USW to Pathnet.

10 Monthly Recurring Roof-Top Space Rental Fee:

The Monthly Recurring Roof-Top Space Rental Fee shall be on a per square foot basis as set forth in Attachment 2 of this Agreement. Pathnet is limited to the placement of two microwave antenna(e) within its space, each utilizing the smallest diameter possible to accommodate Pathnet's technical requirements, and a height limitation of 20 feet above the building or point of attachment, subject to line-of-sight, technical feasibility and structural engineering guidelines. At no time shall an antenna(e) be directed across open roof space without approval of USW which shall not be unreasonably withheld. Requests for larger or additional equipment, including antenna(e) will be handled on an individual case basis (ICB).

The Commencement Date for payment of the Space Rental Fee shall be the date the space is turned over to Pathnet for use.

USW agrees to provide notice to Pathnet when USW files for approval with the appropriate state commission for the roof space rental charges. USW will provide notice to Pathnet within five business days of the date of the filing to the appropriate state commission.

11 Intentionally left blank for numbering consistency.

12 Equipment and Testing:

Pathnet shall be responsible for providing, at its sole expense, the antenna(e), waveguide cable, brackets, connectors, support structure and weather-proofing materials for such support structure or antenna(e) required for the Microwave Physical Collocation. Pathnet shall also be solely responsible for final adjustments (e.g., alignment) of the antenna(e).

13 Use Permits:

Pathnet shall be responsible for obtaining all relevant Use Permits (UPs) and shall bear all costs and fees. Pathnet shall regularly apprise USW of the status of such permitting and consult with USW as reasonably necessary.

USW shall cooperate with Pathnet, and Pathnet shall pay USW the hourly rates for time reasonably necessary and actually spent by USW Real Estate or Project Managers on the permitting process. USW shall have final authority and exercise it in a reasonable manner on all proposed jurisdictional conditions and has the right to be represented at all UP hearings.

14 Schedule: Applicable only if Pathnet performs installation, otherwise ICB.

The Initial Microwave Physical Collocation Method of Procedure (MOP) meeting between the Parties and the contractor(s) shall be held within ten (10) business days of the Start Date or receipt of all necessary permits, whichever is later. Installation of the Microwave Physical Collocation will be complete within and in parallel with the standard 90 day physical collocation interval for completion of physical collocation space, provided (1) Pathnet has delivered all the necessary microwave and related equipment to the Central Office prior to or on the date requested by the contractor; (2) all necessary permits have been issued, (3) there is not inclement weather which makes it commercially unreasonable to perform the work (e.g., rain or snow) (4) there are no concurrent USW projects, under way or planned that interfere with the completion of Pathnet's proposed project unless such projects have been disclosed at the initial MOP or is an emergency project, and (5) there are no Acts of God or other force majeure which prohibit the installation. A final project acceptance meeting shall be scheduled within five (5) business days of the installation completion date. At this final meeting the Parties shall review and approve the hand-off of the Microwave Physical Collocation.

15 No Property Right Conferred:

Notwithstanding anything contained herein to the contrary, Microwave Physical Collocation shall not confer or be deemed to confer any property interest or right in USW's property, and Pathnet hereby acknowledges that the rights conferred hereunder shall constitute merely a non-exclusive license to use a portion of USW's property solely

for the purposes set forth herein. A limit of two (2) Pathnet Microwave Physical Collocation arrangements per Central Office will be permitted unless otherwise agreed by the Parties. Title to Pathnet's Microwave Physical Collocation equipment shall remain in Pathnet as the property of Pathnet and shall not become fixtures to USW's property.

16 Upon the expiration or termination of this Agreement, Pathnet shall surrender the Microwave Physical Collocation space to USW in its original condition and in good order and repair, less ordinary wear and tear. Pathnet, at its expense, to USW's reasonable satisfaction, shall repair any and all damages caused by removal of Pathnet's Microwave equipment, or by the use, operation or placement of its Microwave equipment on the Premises. In the event Pathnet fails to remove its Microwave equipment, Pathnet shall be liable to USW for all costs of removal, restoration of the property, storage, and transportation to Pathnet of such Microwave equipment incurred by USW.

17 Pathnet's Insurance Obligations. This subsection is intentionally left blank.

18 Pathnet is limited to placement of two microwave antenna(e) within the designated space. Pathnet may not construct improvements or make Major Alterations to its rooftop space or microwave transmission facilities without prior written approval from USW, which will not be unreasonably withheld. USW shall respond to any requests within a reasonable timeframe not to exceed thirty (30) calendar days. "Major Alterations" shall include (i) additional construction by Pathnet of support equipment within its rooftop space, (ii) addition of mounted equipment not expressly contemplated by the Microwave Physical Collocation Application relating to such rooftop space and microwave transmission facilities, and (iii) any modification to the rooftop space. "Major Alterations" shall not include (i) replacement of mounted equipment with like-sized or smaller mounted equipment or similar functionality, (ii) addition of mounted equipment expressly contemplated by the Microwave Physical Collocation Application relating to such rooftop space and microwave transmission facilities and (iii) routine repairs and maintenance to such microwave transmission facilities.

APPENDIX A
Microwave Physical Collocation

RATE DEFINITION

Non-recurring charges - Relating to Microwave Roof Equipment

1. Microwave Preparation Fees
   Architectural Plan Review
   Permit Review
   General Contractor Supervision

2. Roof Preparation (if applicable)
   Engineering Study (To develop roof preparation alternatives /costs)
   Cost for preparation of roof for installation (i.e. strengthening costs or other related costs)

Recurring charges

1. Roof Space Lease Charge
   Monthly rate for leasing rooftop or other suitable exterior space on USW CO on a per square foot basis.

ATTACHMENT 2
Microwave Physical Collocation Rates
All States

Non-recurring charges

1.	Microwave Prep Fee	[ICB FOR EACH CO]
2.	Entrance Facility	[ICB FOR EACH CO]
3.	Roof Preparation	[ICB FOR EACH CO]
4.	Microwave Installation	[ICB FOR EACH CO]
5.	Additional Charges (Additional costs for environmental conditioning (if applicable) will be developed and charged as an ICB. These costs along with the building modification costs will be pro-rated back to existing customers when new applicants are put into service.)	[BASED ON ICB]
6.	Roof space – per sq. ft.	[BASED ON ICB]

South Dakota Public Utilities Commission

WEEKLY FILINGS

For the Period of December 23, 1999 through December 29, 1999

If you need a complete copy of a filing faxed, overnight expressed, or mailed to you, please contact Delaine Kolbo within five business days of this filing.
Phone: 605-773-3705 Fax: 605-773-3809

CONSUMER COMPLAINTS

CT99-089 **In the Matter of the Complaint filed by Kenneth Erickson, Watertown, South Dakota, against WilTel, Inc. and OLS, Inc. Regarding Unauthorized Switching of Services.**

The Complainant alleges that OLS took his long distance service without authorization. The Complainant is asking that South Dakota laws and rules be applied to these issues.

Staff Analyst: Leni Healy
Staff Attorney: Karen Cremer
Date Received and Filed: 12/23/99
Intervention Date: N/A

CT99-090 **In the Matter of the Complaint filed by James Melgaard, Pierre, South Dakota, against U S WEST Communications, Inc. and Sprint Communications Company L.P. Regarding Unauthorized Switching of Services.**

The complainant states that an unauthorized switch was made from AT&T to Sprint. He has only used the VarTec dial around for interstate long distance calls. The complainant wants the calls to be re-rated to $0.10 per minute plus taxes and a credit for all overcharges billed by Sprint and U S West. The complainant also requests a letter from U S West stating there will be no further billings by U S West or Sprint for interstate calls.

Staff Analyst: Michele Farris
Staff Attorney: Camron Hoseck
Date Received and Filed: 12/23/99
Intervention Date: NA

ELECTRIC

EL99-021 **In the Matter of the Petition filed by Northern States Power Company for Approval of the Inclusion of Financial Incentives in its Fuel Clause.**

On December 23, 1999, Northern States Power Company filed a petition seeking approval of the inclusion of the expenses of financial instruments and linked transactions as related to the purchase of energy to be recovered within the fuel adjustment clause.

Staff Analyst: Heather Forney
Staff Attorney: Camron Hoseck
Date Filed: 12/23/99
Intervention Deadline: 01/14/2000

NATURAL GAS

NG99-010 In the Matter of the Filing by MidAmerican Energy Company for Approval of its 1999 Economic Development Report and its 2000 Economic Development Plan.

On December 29, 1999, the Commission received a filing from MidAmerican Energy Company of: (1) a report of its 1999 economic development activity as required by SD Public Utilities Commission Docket NG98-011; and (2) setting forth its 2000 economic development plan in accordance with the same docket.

Staff Analyst: Michele Farris
Staff Attorney: Karen Cremer
Date Filed: 12/29/99
Intervention Deadline: 01/14/2000

TELECOMMUNICATIONS

TC99-121 In the Matter of the Application of WebNet Communications, Inc. for a Certificate of Authority to Provide Telecommunications Services in South Dakota.

WebNet Communications, Inc. seeks a Certificate of Authority to provide resold intrastate interexchange telecommunications services. WebNet will provide service to commercial enterprises and residential customers. WebNet does not seek authority at this time to provide any form of operator services nor any service to payphones.

Staff Analyst: Keith Senger
Staff Attorney: Camron Hoseck
Date Filed: 12/23/99
Intervention Date: 01/14/2000

TC99-122 In the Matter of the Application of Adelphia Telecommunications, Inc. for a Certificate of Authority to Provide Telecommunications Services in South Dakota.

Adelphia Telecommunications, Inc. (Adelphia) seeks a Certificate of Authority to provide resold intrastate long distance telecommunication services. Adelphia intends to offer 1+ direct dialing long distance service, calling cards, international calling, "1-800/888" service, and prepaid calling cards.

Staff Analyst: Heather Forney
Staff Attorney: Karen Cremer
Date Filed: 12/23/99
Intervention Date: 01/14/2000

TC99-123 In the Matter of the Filing for Approval of a Type 2 Wireless Interconnection Agreement between U S WEST Communications, Inc. and TW Wireless, L.L.C.

On December 23, 1999, the Public Utilities Commission received an interconnection agreement between TW Wireless, L.L.C. and U S WEST Communications, Inc. for approval by the Commission. The agreement governs services for resale, certain unbundled network elements, ancillary functions and additional features to TW Wireless for TW Wireless' offering and provisioning of telecommunications services. The Agreement also sets forth the terms, conditions and prices under which the parties agree to interconnect and pay reciprocal compensation for the exchange of local traffic.

Any party wishing to comment on the agreement may do so by filing written comments with the Commission and the parties to the agreement no later than January 13, 2000. Parties to the agreement may file written responses to the comments no later than January 25, 2000.

Staff Attorney: Camron Hoseck
Date Filed: 12/23/99
Comments Due: 1/13/2000

TC99-124 In the Matter of the Application of BCGI Communications Corp. for a Certificate of Authority to Provide Telecommunications Services in South Dakota.

BCGI Communications Corp. seeks a Certificate of Authority to provide resold intrastate interexchange telecommunications services. BCGI proposes initially to provide prepaid calling card services only.

Staff Analyst: Keith Senger
Staff Attorney: Karen Cremer
Date Filed: 12/27/99
Intervention Date: 01/14/2000

TC99-125 In the Matter of the Filing for Approval of an Interconnection Agreement between U S WEST Communications, Inc. and Pathnet, Inc.

On December 29, 1999, the Public Utilities Commission received an interconnection agreement between Pathnet, Inc. and U S WEST Communications, Inc. for approval by the Commission. The agreement governs services for resale, certain unbundled network elements, ancillary functions and additional features to Pathnet, Inc. for the offering and provisioning of telecommunications services by Pathnet, Inc. The Agreement also sets forth the terms, conditions and prices under which the parties agree to interconnect and pay reciprocal compensation for the exchange of local traffic.

Any party wishing to comment on the agreement may do so by filing written comments with the Commission and the parties to the agreement no later than January 19, 2000. Parties to the agreement may file written responses to the comments no later than January 31, 2000.

Staff Attorney: Camron Hoseck
Date Filed: 12/29/99
Comments Due: 01/19/2000

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You may subscribe or unsubscribe to the PUC mailing lists at http://www.state.sd.us/puc/

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

IN THE MATTER OF THE FILING BY U S WEST COMMUNICATIONS, INC. FOR APPROVAL OF AN INTERCONNECTION AGREEMENT BETWEEN U S WEST COMMUNICATIONS, INC. AND PATHNET, INC.	)))))	**ORDER APPROVING AGREEMENT** **TC99-125**

On December 29, 1999, U S WEST Communications, Inc. (U S WEST) filed for approval by the South Dakota Public Utilities Commission (Commission) an interconnection agreement between Pathnet, Inc. (Pathnet) and U S WEST.

On December 30, 1999, the Commission electronically transmitted notice of this filing to interested individuals and entities. The notice stated that any person wishing to comment on the parties' request for approval had until January 19, 2000, to do so. No comments were filed.

At its duly noticed June 20, 2000, meeting, the Commission considered whether to approve the agreement between U S WEST and Pathnet. Commission Staff recommended its approval.

The Commission has jurisdiction over this matter pursuant to SDCL Chapter 49-31, and the Federal Telecommunications Act of 1996. In accordance with 47 U.S.C. § 252(e)(2), the Commission found that the agreement does not discriminate against a telecommunications carrier that is not a party to the agreement and the agreement is consistent with the public interest, convenience, and necessity. The Commission unanimously voted to approve the agreement. It is therefore

ORDERED, that the Commission approves the agreement.

Dated at Pierre, South Dakota, this 28th day of June, 2000.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that this document has been served today upon all parties of record in this docket, as listed on the docket service list, by facsimile or by first class mail, in properly addressed envelopes, with charges prepaid thereon.

By: Delaine Kolbo

Date: 6/29/00

(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

JAMES A. BURG, Chairman

PAM NELSON, Commissioner

LASKA SCHOENFELDER, Commissioner