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BEFORE THE ARIZONA CORPORATION COMMISSION

Arizona Corporation Commission

DOCKETED

IN THE MATTER OF THE U S WEST
COMMUNICATIONS, INC.'S
COMPLIANCE WITH SECTION 271 OF
THE TELECOMMUNICATIONS ACT OF
1996

Docket No. ~~MA 1000-97598~~

DOCKETED BY [Signature]

U S WEST'S MOTION TO COMPEL RESPONSES FROM ACI TO DATA REQUESTS

U S WEST moves the Hearing Division of the Arizona Corporation Commission to compel ACI Corp. ("ACI") to respond to Data Requests attached as Attachments A and B.

I. INTRODUCTION

In response to the Attachment A Data Requests, ACI provided U S WEST with partial responses to some data requests and some correspondence related to its responses. It uniformly produced no internal documents relating to its responses. With respect to the Attachment B Data Requests, ACI did not respond to the overwhelming majority of those requests, claiming that it had no relevant information.

After meet and confer sessions with U S WEST, ACI generally maintains that with the exception of "a few" additional documents it intends to produce this week, ACI has no further information regarding its market entry and service plans and no information responsive to any of the Data Requests in Attachment B. ACI either has interpreted the Data Requests so narrowly that it will not produce materials related to the issues in the Data Requests, or it has simply chosen not to be forthcoming with information. In light of ACI's asserted intention to enter the Arizona market by the end of this year and the fact that ACI has already produced some scattered correspondence relating to topics in the Data Requests, it is difficult to believe that ACI has no further information in response to any of these Data Requests.

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AZ CORP COMMISSION

1 The discussion section that follows addresses each deficient response ACI has provided.
2 To conserve space, U S WEST has not repeated the Data Requests in this memorandum. For the
3 Hearing Division's convenience, ACI's Responses to the Attachment A and B Data Requests are
4 attached as Exhibit 1. Prior to filing this motion, U S WEST conferred with counsel for ACI but
5 was unable to narrow the disputed issues. ACI's response to U S WEST's requests for additional
6 information is attached as Exhibit 2.

7 **II. DISCUSSION**

8 **A. Arizona Law Contains Broad Discovery Obligations**

9 Arizona law sets forth a "strong, clearly defined policy of encouraging full, fair, open
10 disclosure of all relevant, material evidence in a case." Hannah v. General Motors Corp., 969 F.
11 Supp. 554, 559 (D. Ariz. 1996). Accordingly, Rule 26 of the Arizona Rules of Civil Procedure
12 broadly provides that parties may obtain discovery "regarding any matter, not privileged, which
13 is relevant to the subject matter involved." Ariz. R. Civ. P. 26(b)(1) (1998).

14 State courts have repeatedly held that discovery rules are to be "broadly and liberally
15 construed." Industrial Comm. v. Superior Court, 122 Ariz. 374, 375 (1979); Cornet Stores v.
16 Superior Court, 108 Ariz. 84, 86 (1972); U-Totem Store v. Walker, 142 Ariz. 549, 552 (Ct. App.
17 1984). Evidence need not be admissible in order to be discovered -- it need only be "reasonably
18 calculated to lead to the discovery of admissible evidence." Ariz. R. Civ. P. 26(b)(1). See also
19 Porter v. Superior Court, 144 Ariz. 346, 348 (1985). U-Totem Store, 142 Ariz. at 554. In short,
20 "discovery should provide a party access to anything that is evidence in his case." Cornet Stores,
21 108 Ariz. at 87.

22 These broad discovery rules are critical to the administration of justice. They "provide a
23 wide vehicle by which one party may be fairly apprised of the other's case and be prepared to
24 meet it if he can." Kott v. City of Phoenix, 158 Ariz. 415, 418 (1988). They "identify[] the
25 issues, promote justice, provide a more efficient and speedy disposition of cases, avoid surprise,
26

1 and prevent the trial of a lawsuit from becoming a 'guessing game.'" Industrial Comm., 122 Ariz.
2 at 375; Cornet Stores, 108 Ariz. at 86; U-Totem Store, 142 Ariz. at 552.

3 With these basic and familiar notions of fairness in mind, the Hearing Division should
4 order ACI to supplement its discovery responses.

5 **B. ACI Has Failed To Adequately Respond To Several "Attachment A"**
6 **Data Requests**

7 Data Request 3: In response to this question, ACI acknowledges that it plans to start
8 providing both business and residential service in Arizona in the fourth quarter of 1999. ACI,
9 however, provides no details about its intentions to offer service in this state, such as where in
10 Arizona it intends to offer service or the specific services it intends to offer. Furthermore, ACI
11 produced no documents relating to this response.

12 U S WEST is entitled to know the details of ACI's plans to enter this market. ACI's
13 intentions are relevant to a host of issues in this proceeding, including the extent to ACI intends
14 to serve the residential and business markets, the extent to which ACI intends to offer facilities-
15 based competition, and ACI's reasonably foreseeable demands for access to collocation,
16 operational support systems ("OSS") and other checklist items.

17 The FCC has emphasized that U S WEST is not required to demonstrate that it provides
18 all checklist items in quantities that meet exaggerated, hypothetical demands of CLECs that have
19 no intention of serving Arizona consumers. Instead, U S WEST must establish that it is ready to
20 furnish each checklist item in quantities that actual competitors may "reasonably" demand.

21 Application of BellSouth Corp., BellSouth Telecomm., Inc., and BellSouth Long Distance, Inc.
22 for Provision of In-Region, interLATA Services in Louisiana, CC Docket No. 98-121,
23 Memorandum Opinion and Order ¶ 54 (rel. Oct. 13, 1998) ("Second BellSouth Louisiana
24 Order"). ACI must provide documents and responses that enable U S WEST to evaluate ACI's
25 reasonably foreseeable demand for unbundled network elements ("UNEs") and services from
26

1 U S WEST. Accordingly, the Hearing Division should compel ACI to produce detailed
2 information and documents regarding the service it plans to offer in Arizona.

3 Moreover, where ACI intends to offer service and whom it intends to serve in different
4 geographic areas are important to determining whether granting U S WEST's application is in the
5 public interest under Section 271(d)(3)(C). For example, if ACI intends to limit its service to
6 urban areas, its decision to forego rural customers directly impacts on whether granting
7 U S WEST's application will serve the public interest by bringing rural customers the benefits of
8 "one stop shopping" that ACI has declined to offer them. Similarly, if ACI intends to serve only
9 business customers or residential customers in urban areas only, granting U S WEST's
10 application would be in the public interest because U S WEST could immediately bring all
11 residential customers the benefits of bundled local and long distance service. Furthermore,
12 where significant potential competitors like ACI chose to forego certain market segments,
13 granting U S WEST's application serves the public interest by spurring these competitors to re-
14 think their decisions in the face of competition from U S WEST. Accordingly, ACI's market
15 entry plans weigh heavily in the public interest analysis.

16 Data Request 5: ACI is not yet certified to provide service in Arizona and does not have
17 facilities in Arizona yet . ACI asserts, however, that when it is operational in the state, it plans to
18 serve customers using a combination of its own facilities together with unbundled elements and
19 resold services. ACI provides no details concerning these plans. For example, ACI provides no
20 information on the type of facilities-based service it intends to offer, the customers it intends to
21 service, the geographic area it intends to serve, the extent of its alleged planned facilities-based
22 competition, its expansion plans, or the type of facilities it intends to provide itself and the type
23 of facilities it intends to seek from U S WEST. Further compounding the inadequacy of its
24 response, ACI produced no documents at all relating to its response.

25 ACI's claim that it has no information or documents relating to these issues must be based
26 on an exceedingly narrow interpretation of the Data Request. It is simply not credible that a

1 sophisticated competitor like ACI that intends to enter this market before the end of this year
2 would not have information regarding the scope of the geographic area it intends to serve (Data
3 Request 5(c)), the number and type of customers it intends to serve (Data Request 5(d)), the
4 extent to which it will use unbundled network elements, its own facilities, or resold services
5 (Data Request 5(e)), a description of its facilities (Data Request 5(f)), or information on its
6 expansion plans, which would appear to be underway given its planned market entry date (Data
7 Request 5(g)).

8 As set forth above, this information is clearly relevant to determine the extent to which
9 ACI truly intends to offer facilities-based service in the foreseeable future, and the customers it
10 intends to serve. In addition, the details surrounding ACI's plan are necessary for both the
11 Commission and U S WEST to determine ACI's reasonably foreseeable demand for checklist
12 items if, in fact, ACI undertakes facilities-based service. See Second BellSouth Louisiana Order
13 ¶ 54. Finally, specific information regarding ACI's market entry and service plans are critical to
14 assessing the public interest component of granting U S WEST's application. For all these
15 reasons, the Hearing Division should require ACI to supplement its response to each portion of
16 this Data Request and produce documents relating to its response.

17 In response to Data Request 5(h), ACI baldly states that it is unaware of U S WEST's
18 average provisioning intervals because "U S WEST is effectively delaying all of its outstanding
19 obligations to provision ACI with unbundled network elements and collocation." ACI provides
20 no details whatsoever regarding these allegations, including no information about if or when it
21 lodged requests for unbundled elements, which unbundled elements it has requested, where it
22 requested access to unbundled elements, and what type of collocation it allegedly sought.

23 The FCC has emphasized that a BOC does not have to demonstrate perfect performance
24 to attain Section 271 approval and that "mere unsupported allegations" will not defeat a BOC's
25 prima facie case that it meets the competitive checklist requirements. Second BellSouth
26 Louisiana Order ¶ 57. ACI's complaints are precisely the type of unsupported allegation the FCC

1 has rejected. ACI cannot rely upon this allegation without providing detailed information
2 regarding it and documentation relating to it.

3 Moreover, basic principles of due process require that U S WEST have detailed
4 information relating to any allegations from intervenors of deficient performance. ACI, however,
5 produced only scattered correspondence to U S WEST relating to these assertions and no internal
6 documentation. The Hearing Division should compel ACI to produce internal documents
7 concerning the basis for the complaint. Without this type of information, U S WEST cannot
8 adequately respond, or can it challenge the credibility of ACI's assertions. Furthermore,
9 U S WEST is entitled to discover the impact of U S WEST's alleged delay on ACI's ability to
10 provide service. The documents ACI has produced do not relate to this important issue.

11 **C. ACI Has Failed To Adequately Respond To Several "Attachment B"**
12 **Data Requests**

13 Data Requests 3 through 8 and 10 through 14: In its original data request responses,
14 Exhibit 1, ACI asserts that it has no information or documents responsive to any of these data
15 requests, but continues to search its files. After the meet and confer session between the parties,
16 ACI maintains that but for "a few additional documents" ACI has nothing else to submit relating
17 to these Data Requests. See Exhibit 2.

18 The Attachment B data requests go to the very heart of this proceeding: the availability
19 of checklist items, the need for checklist items, U S WEST's ability to provide checklist items in
20 a manner consistent with the requirements of the Act, and U S WEST's record in making such
21 checklist items available. By virtue of its statements in Exhibit 2 that beyond "a few additional
22 documents" that are forthcoming, ACI does not have "anything else to submit" in response to the
23 Attachment B Data Requests, ACI represents that the documents it has produced, and will
24 produce, represent all of ACI's information, allegations or complaints regarding U S WEST's
25 compliance with these checklist items.
26

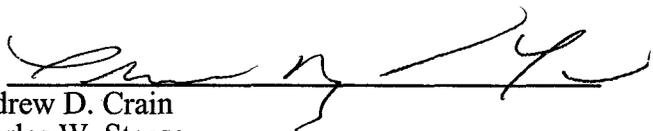
1 To the extent it intends to raise any other issue, due process demands that it do so now. It
2 is unfair to require U S WEST to defend itself against ACI's unrevealed allegations in the hearing
3 on its application. By that point, U S WEST will be deprived of the information that could refute
4 those allegations and will be forced to conduct its "discovery" during its cross-examination of
5 ACI's witnesses.

6 **III. CONCLUSION**

7 U S WEST is entitled to full and detailed responses to the Attachment A and B Data
8 Requests. Discovery is the time to flush out information relating to the topics covered in the
9 Data Requests, not at the hearing on U S WEST's application. Without detailed information in
10 response to these requests, U S WEST is seriously hampered in investigating any claims or
11 complaints that ACI may raise (but does not mention now) and responding to them.

12 Accordingly, the Hearing Division should compel ACI to supplement its Data Request
13 responses as set forth above and provide all documents relating to its responses and supplemental
14 responses.

15 Respectfully submitted,

16
17 By: 
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19 Charles W. Steese
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Attorneys for U S WEST Communications, Inc.

1 **ORIGINAL and 10 copies of the foregoing filed this 27th**
2 **day of May, 1999, with:**

3 Docket Control
4 ARIZONA CORPORATION COMMISSION
5 1200 W. Washington St.
6 Phoenix, AZ 85007

7 **COPY of the foregoing hand**
8 **delivered this 27th day of May, 1999, to:**

9 Maureen A. Scott, Legal Division
10 ARIZONA CORPORATION COMMISSION
11 1200 W. Washington St.
12 Phoenix, AZ 85007

13 Ray Williamson, Acting Director
14 Utilities Division
15 ARIZONA CORPORATION COMMISSION
16 1200 W. Washington St.
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18 Jerry Rudibaugh, Chief Hearing Officer
19 Hearing Division
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21 1200 W. Washington
22 Phoenix, AZ 85007

23 **COPY of the foregoing faxed and mailed**
24 **this 27th day of May, 1999, to:**

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1 **COPY of the foregoing mailed**
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Exhibit 1

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Our File Number
38389-00002

April 20, 1999

VIA HAND DELIVERY

Timothy Berg, Esq.
Fennemore Craig
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Phoenix, Arizona 85012-2913

Re: Arizona Section 271 Proceedings
Docket No: T-00000A-97-0238

Dear Tim:

Enclosed are ACI's responses to requests contained on Attachments A and B to the ACC's May 27, 1997 Procedural Order (Decision No. 60218). Also enclosed are documents responsive to these requests. Copies of ACI's responses are also being provided to the hearing officers and the Commission staff.

Very truly yours,



Thomas H. Campbell

THC/bjg
Enclosures

cc: Jerry Rudibaugh (w/encs.)
Lyn Farmer (w/enc.)
Barbara Behun (w/encs.)
Maureen Scott (w/encs.)

ACI CORP. D/B/A ACCELERATED CONNECTIONS, INC.'S RESPONSES TO ATTACHMENTS A AND B OF PROCEDURAL ORDER (DECISION NO: 60218)

Docket No. T-00000A-97-0238

ATTACHMENT A

General Telecommunications Market Conditions in Arizona

- 1) Status of state commission proceedings to implement the local competition provisions of the telecommunications Act of 1996 ("1996 Act").

Response:

The only state commission proceedings in which ACI is or has participated are this Section 271 proceeding and its own certification and interconnection agreement proceedings.

- 2) Identify the entities that have been certified by the state to provide:
 - a) facilities based local exchange service,
 - b) resold local exchange service,
 - c) exchange access service.

Response:

ACI has not yet been certified to provide any telecommunications services in the State of Arizona, but has an application pending with the ACC (Docket No: T-03621A-98-0498).

- 3) Whether the entities in 2 are providing business exchange service, residential exchange service, business exchange access service, or residential exchange access service (identifying special or switched access). If the competitor is not providing any of these services, does it plan to? When?

Response:

ACI is not currently providing but plans to provide business and residential exchange service following certification by the State of Arizona, and plans to begin offering these services in the fourth quarter of 1999.

4) The identity of the entities that have requested:

- a) interconnection from US West,
- b) unbundled elements from US West,
- c) the ability to resell US West's services.

Response:

ACI began requesting collocation from US West in January of 1999; ACI anticipates requests for interconnection, unbundled elements and resale will be made in the fall of 1999.

The date the requests were made and the extent to which US West and the requesting entity have entered into binding agreements, as well as copies of any such agreements.

Response:

ACI and US West filed with the Commission a signed interconnection agreement dated November 20, 1998. A copy of this agreement is attached.

5) a) The number of access lines in Arizona that are served by US West's competitors.

Response:

ACI is not currently serving any access lines in Arizona.

b) The number and location of US West's switches that are connected to loops served by the competitors.

Response:

ACI is not currently serving any loops in Arizona and consequently ACI is not connected to any of US West's switches.

c) The scope of the geographic areas for which the competitors' services are available.

Response:

ACI's services are not yet available in any Arizona geographic area.

- d) The number and types of customers for which the competitors' services are available.

Response:

ACI's services are not yet available in any Arizona geographic area.

- e) The extent to which each competitor is using its own facilities to provide service or is using unbundled or resold services obtained from US West.

Response:

When its services are operational, ACI will use a combination of its own facilities together with unbundled elements and resold services.

- f) A description of the competitors' facilities in operation in US West's service area.

Response:

When its services are operational, ACI will employ facilities including digital subscriber line access multiplexes ("DSLAMs"), and transport in the form of OC3s.

- g) Whether the competitor is currently expanding its facilities and when the expansion is expected to be completed.

Response:

ACI is currently attempting to build-out its facilities, and hopes to complete its build-out by the end of 1999.

- h) The average provisioning intervals and maintenance times for services US West provides to competitors compared to those it provides to itself.

Response:

The average provisioning intervals that US West is providing to ACI are unknown since US West is effectively delaying all of its outstanding obligations to provision ACI with unbundled network elements and collocation.

- 6) a) The number of access lines US West services in Arizona.
- b) The number, type, and location of US West's switches in Arizona
- c) The number and types of customers for which US West's services are available.

- d) The amount of revenues that US West derived from Arizona in the most recent year, broken down by basic residential service, basis business service, intraLATA roll, access charges, and other services.

Response:

Not applicable.

- 7) Any reports, studies, or analyses available, and created within the past year, that contain data on market shares of US West and local telephone service competitors, or compare volumes of traffic, revenues, or facilities of the BOC and local competitors. Also, any evaluation of the likely entry, success or rate of growth of competitors or potential competitors. Proprietary information provided pursuant to this paragraph will be available pursuant to Protective Agreement, and will be disclosed only to the Commission, unless the parties can demonstrate compelling need for disclosure of information. Parties that file information designated as proprietary information are required to file a notice that generally describes what information is considered proprietary.

Response:

ACI has compiled no such reports, studies or analyses in the past year that are responsive to this data request.

- 8) A description of all complaints involving Arizona made to US West, to the Arizona Corporation Commision, to the FCC or other governmental authorities by other entities that have requested and/or received interconnection.

Response:

No formal complaint has been filed by ACI against US West involving Arizona, although ACI has sent letters to US West complaining about US West's responses to ACI's provisioning and collocation requests. Copies of these letters are attached.

- 9) Information demonstrating that authorization of US West to provide interLATA service will be carried out in accordance with the requirements of Section 272 as required by Section 271(d)(3)(B).

Response:

ACI is in possession of no information demonstrating that any authorization of US West to provide interLATA service will be carried out in accordance with the requirements of federal law.

- 10) All evidence supporting US West's assertion that US West's provision of interLATA service will be in the public interest as required under Section 271(d)(3)(c).

Response:

ACI does not have such evidence.

ATTACHMENT B
Information Directly Relevant to the Competitive Checklist

1) Interconnection in accordance with the requirements of sections 251(c)(2) and 252(d)(1).

a) What points are available for interconnection with US West?

Response:

ACI has several proposed points of interconnection with US West. Attached below is information responsive to this Request. ACI continues to research its files and contact employees to determine if other responsive information is available. In the event other responsive information is located, ACI will supplement this response.

b) Do these points include physical collocation, virtual collocation or another form of collocation?

Response:

ACI's intended points of interconnection include both physical and virtual collocation. Attached below is information responsive to this Request. ACI continues to research its files and contact employees to determine if other responsive information is available. In the event other responsive information is located, ACI will supplement this response.

c) What is the pricing methodology used for interconnection?

Response:

Attached is information responsive to this request. ACI continues to research its files and contact employees to determine if other responsive information is available. In the event other responsive information is located, ACI will supplement this response.

d) What competitors have interconnected with US West?

Response:

ACI has not yet interconnected with US West.

e) At what US West switching equipment (central office, end office, tandem, etc.) have competitors interconnected and by what means for each office?

Response:

See answer to 1(d) above. For proposed future interconnection, attached is information responsive to this request. ACI continues to research its files and contact employees to determine if other responsive information is available. In

the event other responsive information is located, ACI will supplement this response.

2) Nondiscriminatory access to network elements in accordance with the requirements of sections 251(c)(3) and 252(d)(1).

a) What network elements are offered by US West?

Response:

Attached is information responsive to this request. ACI continues to research its files and contact employees to determine if other responsive information is available. In the event other responsive information is located, ACI will supplement this response.

b) What is the pricing methodology is used for the elements?

Response:

Attached is information responsive to this request. ACI continues to research its files and contact employees to determine if other responsive information is available. In the event other responsive information is located, ACI will supplement this response.

c) what elements have been requested by entities seeking interconnection and access?

Response:

Attached is information responsive to this request. ACI continues to research its files and contact employees to determine if other responsive information is available. In the event other responsive information is located, ACI will supplement this response.

d) What is the record concerning US West's responsiveness to such requests?

Response:

Attached is information responsive to this request. ACI continues to research its files and contact employees to determine if other responsive information is available. In the event other responsive information is located, ACI will supplement this response.

e) What elements have actually been sold to entities seeking interconnection and access?

Response:

Attached is information responsive to this request. ACI continues to research its files and contact employees to determine if other responsive information is available. In the event other responsive information is located, ACI will supplement this response.

- f) What entities have requested elements?

Response:

Attached is information responsive to this request. ACI continues to research its files and contact employees to determine if other responsive information is available. In the event other responsive information is located, ACI will supplement this response.

- g) What entities have actually purchased the elements?

Response:

Attached is information responsive to this request. ACI continues to research its files and contact employees to determine if other responsive information is available. In the event other responsive information is located, ACI will supplement this response.

- h) What entities are actually providing service utilizing, in part, elements purchased from US West?

Response:

Currently ACI is not providing service utilizing elements purchased from US West.

- 3) Nondiscriminatory access to the poles, ducts conduits, and rights-of-way owned or controlled by the Bell operating company at just and reasonable rates in accordance with the requirements of section 224.

- a) Do US West and other providers have the same access to poles, ducts, and rights-of-way?

Response:

ACI has no information responsive to this request. ACI continues to research its files and contact employees to determine if responsive information is available. In the event responsive information is located, ACI will supplement this response.

- b) What price does US West charge and what is the pricing methodology for access to poles, ducts, and rights-of-way?

Response:

ACI has no information responsive to this request. ACI continues to research its files and contact employees to determine if responsive information is available. In the event other responsive information is located, ACI will supplement this response.

- c) Concerning operation in Arizona, does US West believe that they have a different legal status concerning access to rights of way

than a competitive provider? If so, what is the justification for any such difference?

Response:

ACI has no information responsive to this request. ACI continues to research its files and contact employees to determine if responsive information is available. In the event other responsive information is located, ACI will supplement this response.

- 4) Local loop transmission from the central office to the customer's premises, unbundled from local switching or other services.
 - a) What network elements are offered by US West?
 - b) What is the pricing methodology used for the elements?
 - c) What elements have been requested by entities seeking interconnection and access?
 - d) What is the record concerning US West's responsiveness to such requests?
 - e) What elements have actually been sold to entities seeking interconnection and access?
 - f) What entities have requested elements?
 - g) What entities have actually purchased the elements?

Response:

ACI has no information responsive to this request. ACI continues to research its files and contact employees to determine if responsive information is available. In the event other responsive information is located, ACI will supplement this response.

- h) What entities are actually providing service utilizing, in part, elements purchased from US West?

Response:

Currently, ACI is not providing service utilizing elements purchased from US West.

- 5) Local transport from the trunk side of a wireline local exchange carrier switch unbundled from switching or other services.
 - a) What network elements are offered by US West?
 - b) What is the pricing methodology used for the elements?
 - c) What elements have been requested by entities seeking interconnection and access?

- d) What is the record concerning US West's responsiveness to such requests?
- e) What elements have actually been sold to entities seeking interconnection and access?
- f) What entities have requested elements?
- g) What entities have actually purchased the elements?
- h) What entities are actually providing service utilizing in part, elements purchased from US West?

Response:

ACI has no information responsive to this request. ACI continues to research its files and contact employees to determine if responsive information is available. In the event other responsive information is located, ACI will supplement this response.

- 6) Local switching unbundled from transport, local loop transmission, or other services.
 - a) What network elements are offered by US West?
 - b) What is the pricing methodology used for the elements?
 - c) What elements have been requested by entities seeking interconnection and access?
 - d) What is the record concerning US West's responsiveness to such requests?
 - e) What elements have actually been sold to entities seeking interconnection and access?
 - f) What entities have requested elements?
 - g) What entities have actually purchased the elements?

Response:

ACI has no information responsive to this request. ACI continues to research its files and contact employees to determine if responsive information is available. In the event other responsive information is located, ACI will supplement this response.

- h) What entities are actually providing service utilizing in part elements purchased from US West?

Response:

Currently, ACI is not providing service utilizing elements purchased from US West.

- 7) Nondiscriminatory access to, 911 and E911 services, directory assistance services to allow the other carrier's customers to obtain telephone numbers, and operator call completion services.
- (i) 911 and E911 services
 - a) Does US West offer 911 or E911 services to new customers/providers?
 - b) What entities have requested to purchase 911 and/or E911 services from US West?
 - c) What entities have purchased 911 and/or E911 services from US West?
 - d) What are the prices and pricing methodology for 911 and E911 services?
 - (ii) Directory assistance services.
 - a) What entities have requested to purchase directory assistance services from US West?
 - b) What entities have purchased directory assistance services from US West?
 - c) What are the prices and pricing methodology for directory assistance services?
 - (iii) Operator Services.
 - a) What entities have requested to purchase operator call completion services from US West?
 - b) What entities have purchased operator call completion services from US West?
 - c) What are the prices and pricing methodology for operator call completion services?

Response:

ACI has no information responsive to this request. ACI continues to research its files and contact employees to determine if responsive information is available. In the event other responsive information is located, ACI will supplement this response.

- 8) White pages directory listings for customers of the other carrier's telephone exchange service.
- a) What entities have requested to include their customers in the listings of US West?

- b) What entities have their customers included in the listings of US West?
- c) What entities have chosen not to utilize inclusion of their customers in US West's white pages listings?

Response:

ACI has no information responsive to this request. ACI continues to research its files and contact employees to determine if responsive information is available. In the event other responsive information is located, ACI will supplement this response.

- 9) Until the date by which telecommunications numbering administration guidelines, plan, or rules are established, nondiscriminatory access to telephone numbers for assignment to the other carrier's telephone exchange service customers. After that date, compliance with such guidelines, plan, or rules.
 - a) Who is the number administrator for Arizona?
 - b) If US West is the number administrator for Arizona, is there a date certain by which it will no longer perform that function?

Response:

Not applicable.

- 10) Nondiscriminatory access to databases and associated signaling necessary for call routing and completion.
 - a) What entities have requested to purchase such database and signaling services from US West?
 - b) What entities have purchase such database and signaling services from US West?
 - c) What are the prices and pricing methodology for such database and signaling services?

Response:

ACI has no information responsive to this request. ACI continues to research its files and contact employees to determine if responsive information is available. In the event other responsive information is located, ACI will supplement this response.

- 11) Until the date by which the Commission issues regulations pursuant to Section 251 to require number portability, interim telecommunications

number portability through remote call forwarding, direct inward dialing trunks, or other comparable arrangements, with as little impairment of functioning, quality, reliability, and convenience as possible. After that date, full compliance with such regulations.

- a) Is number portability being provided on an interim or full compliance basis?
- b) If it is on an interim basis, what are the characteristics of the interim system and when will full number portability be implemented?
- c) Is US West providing carrier, geographic, or service number portability or any combination of the three?
- d) What is the pricing methodology used to determine charges for number portability?

Response:

ACI has no information responsive to this request. ACI continues to research its files and contact employees to determine if responsive information is available. In the event other responsive information is located, ACI will supplement this response.

- 12) Nondiscriminatory access to such services or information as are necessary to allow the requesting carrier to implement local dialing parity in accordance with the requirements of section 251(b)(3).
 - a) Is US West providing dialing parity for both local and intraLATA toll service?
 - b) If not, is US West capable of providing such parity and will it provide it prior to the time when it offers interLATA service or at the time that it offers interLATA service?
 - c) Does US West have any ACC, state court, federal court, FCC, or legislative action pending related to the provision of intraLATA and local dialing parity?
 - d) To what percentage of its customers will Us West provide intraLATA dialing parity, to prior to being released from its in-region interLATA restrictions?

RESPONSE:

ACI has no information responsive to this request. ACI continues to research its files and contact employees to determine if responsive information is available. In the event other responsive information is located, ACI will supplement this response.

- 13) Reciprocal compensation arrangements in accordance with the requirements of Section 252(d)(2).
- a) What reciprocal compensation arrangements does US West have in Arizona with competing carriers?
 - b) What reciprocal compensation arrangements does US West have in Arizona with other incumbent carriers?
 - c) Where interconnection is in pace, how does traffic terminated on other networks (competitors and other incumbents) compare with traffic terminated on US West's network? This can be expressed as percentages, number of specific calls, minutes of use, or other measure.

Response:

ACI has no information responsive to this request. ACI continues to research its files and contact employees to determine if responsive information is available. In the event other responsive information is located, ACI will supplement this response.

- 14) Telecommunications services are available for resale in accordance with the requirements of Sections 251(c)(4) and 252(d)(3).
- a) Have all of the services offered by US West been made available for resale on the same terms previously offered?
 - b) If not, which services have been withdrawn or changed in terms with respect to resale?
 - c) What are the percentage discounts offered for resold services?
 - i) The specific tariffed resale rates.
 - ii) Negotiated rates by specific contract.
 - d) What, if any, limitations does US West impose on the resale of its services?
 - e) Are there currently any formal disputes related to the pricing of services for resale?
 - f) Are there currently any formal disputes related to the services or the definition of services for resale?
 - g) Have any entities requested to purchase services from US West at specific tariffed rates (not including negotiated agreements)?
 - h) Are any entities currently purchasing services from US West at specific tariffed rates (not including negotiated agreements)?

- i) Are any negotiations pending for the purchase of services for resale?
- j) Are any entities currently purchasing services from US West pursuant to a negotiated agreement?
- k) How much revenue does the resale of services generate for US West?

Response:

ACI has no information responsive to this request. ACI continues to research its files and contact employees to determine if responsive information is available. In the event other responsive information is located, ACI will supplement this response.

U S WEST, Inc.
1801 California Street, Suite 5100
Denver, Colorado 80202
303 672-2948
Facsimile 303 295-7069

Thomas M. Dethlefs
Senior Attorney

NEW APPLICATION

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AZ CORP COMMISSION

DEC 11 12 13 PM '98

DOCUMENT CONTROL
November 20, 1998

Extra

USWEST

*To ACI central file
Put in hand folder*

HAND DELIVERED

ARIZONA CORPORATION COMMISSION
1200 West Washington Street
Phoenix, AZ 85007

**RE: IN THE MATTER OF THE APPLICATION OF U S WEST
COMMUNICATIONS, INC. FOR APPROVAL OF THE
INTERCONNECTION AGREEMENT WITH ACI, CORP.**

Enclosed for filing is the original and 10 copies of the Application of U S WEST Communications, Inc. for Approval of the Interconnection Agreement with ACI, Corp.

Very truly yours,

Thomas M. Dethlefs

Thomas M. Dethlefs

Enclosures

BEFORE THE ARIZONA CORPORATION COMMISSION
AZ CORP COMMISSION

JAMES M. IRVIN
Chairman
RENZ D. JENNINGS
Commissioner
CARL J. KUNASEK
Commissioner

DEC 11 12 13 PM '98

DOCUMENT CONTROL

DOCKET NO. - T-01051A-98-0693
DOCKET NO - T-03621A-98-0603

Docket No. _____

IN THE MATTER OF THE APPLICATION
OF U S WEST COMMUNICATIONS, INC.
FOR APPROVAL OF INTERCONNECTION
AGREEMENT WITH ACI, CORP.

U S WEST COMMUNICATION, INC.'S
APPLICATION FOR APPROVAL OF
INTERCONNECTION AGREEMENT
WITH ACI, CORP.

U S WEST Communications, Inc. ("USWC") hereby submits to the Arizona Corporation Commission (the "Commission") this Application for approval of its Interconnection Agreement with ACI, Corp. ("ACI") dated August 27, 1998 (referred to hereafter as the "Agreement"). In support of this Application, USWC states as follows

I.

USWC is a Colorado corporation and incumbent local exchange carrier in Arizona

II.

ACI is a Delaware corporation engaged in the business of providing intrastate and interstate telecommunication services. In Arizona, ACI has requested authority from the Commission for a certificate of convenience and necessity to provide resold services and facilities based services consisting of private line services and switched services including intralata toll services and local exchange services under Docket No. T-03621-98-0498 on September 3, 1998.

III.

On August 27, 1998, ACI and USWC entered into the Agreement which provides for ACI to resell USWC local exchange services in Arizona and additional states as agreed to by the parties. This Agreement was reached through voluntary negotiations without resort to mediation or arbitration and is submitted for approval pursuant to Section 252(e) of the Telecommunications

1 Act of 1996 (the "Act") and the requirements of A.A.C. R14-2-1506. A copy of the Agreement is
2 attached and incorporated as Exhibit A.

3 IV.

4 Section 252(e) (2) of the Act directs that a state commission may reject an agreement
5 reached through voluntary negotiations only if the commission finds that:

- 6 (A) The agreement (or a portion thereof) discriminates against a telecommunications
7 carrier not a party to the agreement; or
8 (B) The implementation of such agreement or portion is not consistent with the public
9 interest, convenience and necessity.

10 V.

11 A.A.C. R14-2-1506(C)(1)(b) requires that the request for approval of an interconnection
12 agreement summarize the main provisions of the agreement, set forth the party's positions as to
13 why the agreement should be adopted, state why the agreement does not discriminate against non-
14 party telecommunications carriers, is consistent with the public interest, convenience, and
15 necessity, and is consistent with applicable state law requirements.

16 VI.

17 Pursuant to these requirements, the main provisions of the Agreement are summarized as
18 follows:

19 The scope of the Agreement as outlined in Section 2 is to set forth the terms, conditions,
20 and prices under which (1) USWC agrees to provide resale local exchange services to ACI; (2)
21 USWC agrees to provide network elements to ACI; (3) both parties agree to interconnect with
22 each other's networks; and (4) both parties agree to provide reciprocal compensation for the
23 exchange of local traffic.

24 Section 5 addresses the exchange of traffic between ACI and USWC so that end users
25 served by one carrier can call end users served by the other. For toll calls, compensation will be
26 based on the rate set forth in Appendix A. For toll calls, this traffic exchange will be based on
27 switched access tariffs. This section also provides for the completion of transit traffic, which is a
28 call between ACI and a third-party Local Exchange Carrier that is routed through a USWC
29 tandem. It further provides for the completion of a variety of ancillary call types, such as 911

1 E911 emergency calls, directory assistance and operated assistance calls, and toll-free 800 and 888
2 calls.

3 Section 6 provides terms and conditions for the physical linking of the ACI and USWC
4 networks for the mutual exchange of traffic and for ACI access to unbundled network elements.
5 The Agreement allows for a variety of methods of interconnection, including virtual or physical
6 collocation, entrance facilities, and meet-point arrangements. This section also details the various
7 types of traffic between networks. Terms and conditions for collocation are specified in Section
8 7.

9 The parameters of the provision of unbundled Network Elements to ACI is described in
10 Section 8. Under the Agreement ACI may connect or combine unbundled Network Elements to
11 offer finished retail services; USWC will not combine its unbundled Network Elements to provide
12 a finished service to ACI. USWC will offer finished retail services to ACI for resale pursuant to
13 the Resale Provisions of the Agreement.

14 Section 9.2 concerns the parties agreement to provide each other with the interim number
15 portability ("INP") using remote call forwarding, direct inward dialing, and NXX migration until
16 such time as a permanent number portability is implemented pursuant to FCC or Commission
17 requirements. Costs associated with INP are to be borne by the party requesting INP and are
18 identified in Appendix A.

19 Section 9.3 provides for ACI to participate in the provision of 911 services in those
20 counties in which USWC is the primary provider of 911 services. Under the Agreement ACI will
21 provide current end user data to USWC or its agent for incorporation into the ALI (Automated
22 Location Identification) database used by 911 agencies to locate the source of an emergency call.
23 ACI and USWC will cooperate to ensure that emergency calls are correctly routed and to correct
24 any database errors or other problems.

25 Section 10 outlines the initial phase of USWC's "Operational Support System" ("OSS").
26 Charges associated with OSS operations will include an initial access fee based on charges
27 outlined in this section, and an outgoing charge billed at a rate ordered by the Commission
28 pursuant to its cost study hearings.
29

1 The list of services available for resale and the applicable discount rates are referenced in
2 Section 11 of the Agreement and Appendix A. USWC basic residential line telecommunications
3 service will be available for resale at a 12 percent discount, basic business line
4 telecommunications service will be available at an 18 percent discount. USWC and ACI have
5 agreed that the rates for those services included in the wholesale pricing arrangement under this
6 Agreement shall be subject to a true-up to the rates the Commission establishes in the Generic
7 Cost Docket and shall be calculated retroactively to the effective date of this Agreement. Services
8 that the Commission establishes in the Generic Cost Docket to be made available to any reseller in
9 the state but not included in the wholesale pricing arrangement under this Agreement shall be
10 made available to ACI on a going forward basis from the date of the Commission order. In
11 addition, certain services will be made available for resale but at no discount, as identified in
12 Appendix A.

13 Section 11.3 establishes procedures for resold service ordering and maintenance, including
14 requirements for demonstrating "Proof of Authorization" to switch a customer and designation of
15 primary Interexchange carrier selections. It also establishes a "Slamming Charge" of \$ 100 that
16 ACI must pay if it has improperly switched a customer without proper authorization.

17 Section 11.5 — discussed above — sets out the different scenarios when Commission-
18 ordered rates and charges may be incorporated into the Agreement. This section also provides for
19 wholesale discount rates established in this Agreement and those ultimately established by the
20 Commission based on avoided cost studies to become effective subject to a true-up, retroactively
21 to the effective date of this Agreement.

22 Section 11.5.3 imposes a "Customer Transfer Charge," specified in Appendix A for
23 transferring a business customer line and for transferring a residence customer line. Moreover,
24 the provision differentiates between mediated and non-mediated access.

25 Section 11.7 provides that USWC will accept one primary directory listing for each main
26 telephone number of ACI customers. Additional terms and conditions with respect to directory
27 listing are described in Section 9.4.

28
29

1 Section 11.10 establishes procedures and due dates for billing and allow for a three-month
2 billing cycle period for the parties to resolve disputed charges before penalty provisions would
3 apply.

4 Section 24 requires USWC to provide service at the same level of quality that it provides to
5 itself. Among other provisions in this section, specifications for the measurement of service
6 quality performance are identified.

7 An implementation schedule is listed in Section 25. The parties agree to make good faith
8 effort to complete the items listed in this section within six months of the date of final approval
9 Agreement.

10 Section 26.2 provides that the term of the Agreement commence upon Commission
11 approval and terminates on October 3, 2000.

12 Section 26.4 puts the primary responsibility for collection and payment of taxes on ACI.

13 Section 26.8 restricts ACI's ability to use any USWC patents, trademarks, or copyrighted
14 information and, except in limited circumstances, prohibits ACI from using the USWC brand
15 name in verbal and written communications with end-user customers. Similarly, Section 26.8.5
16 restricts publicity and advertising by either party without obtaining written prior approval from the
17 other party.

18 VII.

19 In Accordance with the Section 252(e) of the Act and A.C.C. R14-2-1506(C)(1)(b), USWC
20 submits that the Agreement provides no basis for a finding of discrimination or contravention of
21 the public interest.

22 First, the Agreement does not discriminate against any other telecommunications carrier.
23 USWC is offering the same terms contained in the Agreement to all other interested carriers.

24 Second, the Agreement is consistent with the public interest as identified in the pro-
25 competitive policies of the Commission, the State of Arizona, the FCC, and the U.S. Congress.
26 The Agreement will enable ACI to enter into the local exchange market and provide customers
27 with increased choices among local exchange services. Expeditious approval of the Agreement
28 will facilitate immediate competition in USWC's local exchange service areas in Arizona.
29

1 USWC submits that the Commission must approve the Agreement because it does not
2 discriminate against any other telecommunications carrier and it is consistent with the public
3 interest, convenience and necessity.

4 VIII.

5 The terms of the Agreement are consistent with applicable state law and the rules and
6 regulations of the Commission.

7 IX.

8 Because the Agreement was reached through voluntary negotiations, USWC requests that
9 the Commission issue its order summarily and without hearing at the earliest possible date

10 X.

11 All communications regarding this Application should be addressed to the following
12 representatives:

13 **ACI, Corp.**
14 Eric Geis
15 8787 Complex Drive, Suite 200
San Diego, CA 92123

16 and

17 **US WEST Communications, Inc.**
18 Thomas M. Dethlefs
Senior Attorney
19 U S WEST Communications, Inc.
20 1801 California Street, Suite 5100
Denver, CO 80202

21 **FENNEMORE CRAIG, P.C.**
22 Timothy Berg
23 3003 North Central Ave., Suite 2600
24 Phoenix, AZ 85012

1 For the foregoing reasons, USWC respectfully requests that the Commission expeditiously
2 process this matter without a hearing and issue an Order granting the Application in its entirety.

3
4 DATED this 19th day of November, 1998

5 U S WEST COMMUNICATIONS, INC

6 By Thomas M. Dethlefs

7 Thomas M. Dethlefs
8 Senior Attorney
9 1801 California Street, Suite 5100
10 Denver, CO 80202
11 (303) 672-2948

12 FENNEMORE CRAIG, P.C.
13 Timothy Berg
14 3003 North Central Ave., Suite 2600
15 Phoenix, AZ 85012
16 (602) 916-5421

17 Attorneys for U S WEST
18 Communications, Inc.

19 ORIGINAL and 10 copies of the foregoing hand-delivered for filing this 20th day of November,
20 1998, to:

21 Docket Control
22 ARIZONA CORPORATION COMMISSION
23 1200 West Washington
24 Phoenix, AZ 85007

25 COPY of the foregoing hand-delivered this 20th day of November, 1998 to:

26 Christopher Kempley
27 ARIZONA CORPORATION COMMISSION
28 Legal Division
29 1200 West Washington
Phoenix, AZ 85007

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Ray Williamson, Acting Director
ARIZONA CORPORATION COMMISSION
Utilities Division
1200 West Washington
Phoenix, AZ 85007

COPY of the foregoing mailed this 20th day of November, 1998, to:

ACI , Corp.
Eric Geis
8787 Complex Drive, Suite 200
San Diego, CA 92123

Exhibit A

**INTERCONNECTION
AGREEMENT**

BETWEEN

U S WEST COMMUNICATIONS, INC.

AND

ACI, CORP.

FOR

ARIZONA

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INTERCONNECTION AGREEMENT

This Interconnection Agreement, made as of the 23rd day of July, 1998, is between **ACI, Corp.** ("ACI"), a Delaware corporation and **U S WEST Communications, Inc.** ("USWC"), a Colorado corporation.

1. RECITALS

- 1.1 Pursuant to this Interconnection Agreement ("Agreement"), ACI, Corp. ("ACI"), a Competitive Local Exchange Carrier and USWC (collectively, "the Parties") will extend certain arrangements to one another within each LATA in which they both operate within the state of Arizona. This Agreement includes terms, conditions, and prices for network interconnection, access to unbundled network elements, ancillary network services, and retail services available for resale. It will be submitted to the Arizona Corporation Commission. 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.
- 1.2 The Parties have agreed to certain provisions in this Agreement, based, in large part, on the existing state of the law, rules, regulations and interpretations thereof, as of the date hereof (the "Existing Rules"). To the extent that certain of the Existing Rules are changed and modified, and it reasonably appears that the Parties would have negotiated and agreed to different term(s), condition(s), or covenant(s) than as contained herein had such change or modification been in existence before execution hereof, then this Agreement shall be amended to reflect such different term(s), condition(s), or covenant(s). Where the Parties fail to agree upon such an amendment, it shall be resolved in accordance with the Dispute Resolution provision of this Agreement.

2. SCOPE OF AGREEMENT

- 2.1 This Agreement sets forth the terms, conditions and prices under which USWC agrees to provide (a) services for resale (hereinafter referred to as "Local Services") (b) certain unbundled network elements, ancillary functions and additional features to ACI (hereinafter collectively referred to as "Network Elements"). 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 local traffic between USWC and ACI for purposes of offering telecommunications services. Unless otherwise provided in this Agreement, the Parties will perform all of their obligations hereunder throughout, to the extent provided in the Appendices attached hereto. The Agreement includes all accompanying Appendices.

- 2.2 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.

3. DEFINITIONS

- 3.1 "Access Service Request" or "ASR" means the industry standard forms and supporting documentation used for ordering Access Services. The ASR will be used to order trunking and facilities between ACI and USWC for Local Interconnection Service.
- 3.2 "Access Services" refers to the tariffed interstate and intrastate switched access and private line transport services offered for the origination and/or termination of interexchange traffic (see each Party's appropriate state and interstate access tariffs).
- 3.3 "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.
- 3.4 "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.
- 3.5 "Basic Exchange Switched 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; Selective Call Rejection.
- 3.6 "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.
- 3.7 "BLV/BLVI 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.

- 3.8 "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.
- 3.9 "Central Office Switch" means a switch used to provide telecommunications services, including, but not limited to:
- 3.9.1 "End Office Switches" which are used to terminate end user station loops for the purpose of interconnecting to each other and to trunks; and
 - 3.9.2 "Tandem Office Switches" which are used to connect and switch trunk circuits between and among other Central Office Switches. Access tandems provide connections for exchange access and toll traffic while local tandems provide connections for local/EAS traffic.
- 3.10 "Collocation" means an arrangement whereby one Party's (the "Collocating Party") facilities are terminated in its equipment necessary for Interconnection or for access to Network Elements on an unbundled basis which has been installed and maintained at the premises of a second Party (the "Housing Party"). Collocation may be "physical" or "virtual". In "Physical Collocation," the Collocating Party installs and maintains its own equipment in the Housing Party's premises. In "Virtual Collocation," the Housing Party installs and maintains the Collocating Party's equipment in the Housing Party's premises.
- 3.11 "Commission" means the Public Utilities Commission of Arizona.
- 3.12 "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. The CCS used by the Parties shall be Signaling System 7.
- 3.13 "Co-Provider" means an entity authorized to provide Local Exchange Service that does not otherwise qualify as an incumbent Local Exchange Carrier ("LEC").
- 3.14 "Digital Signal Level" means one of several transmission rates in the time division multiplexing hierarchy.
- 3.15 "Digital Signal Level 0" or "DS0" means the 64 Kbps zero-level signal in the time-division multiplex hierarchy.
- 3.16 "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.

- 3.17 "Digital Signal Level 3" or "DS3" means the 44.736 Mbps third-level 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.
- 3.18 "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.
- 3.19 "Extended Area Service (EAS)/Local Traffic" 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 USWC's then current EAS/local serving areas, as determined by the Commission.
- 3.20 "Integrated Digital Loop Carrier" means a subscriber loop carrier system, which integrates within the switch at a DS1 level (twenty-four (24) local Loop transmission paths combined into a 1.544 Mbps digital signal).
- 3.21 "Interconnection" is the linking of the USWC and Co-Provider networks for the mutual exchange of traffic and for Co-Provider access to unbundled Network Elements. Interconnection does not include the transport and termination of traffic. Interconnection is provided by Virtual or Physical Collocation, entrance facilities or Mid-Span Meet arrangements.
- 3.22 "Interexchange Carrier" or "IXC" means a carrier that provides, directly or indirectly, interLATA or IntraLATA Toll services.
- 3.23 "IntraLATA Toll" is defined in accordance with USWC's current intraLATA toll serving areas, as determined by the Commission.
- 3.24 "Local Loop Transmission" or "Loop" means the entire transmission path which extends from the network interface 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.
- 3.25 "Main Distribution Frame" or "MDF" means the distribution frame of the Party providing the Loop used to interconnect cable pairs and line and trunk equipment terminals on a switching system.
- 3.26 "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 provided by two or

more LECs (including a LEC and a Co-Provider) or by one LEC in two or more states within a single LATA.

- 3.27 "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 that is to be provided by two or more LECs (including a LEC and a Co-Provider). It is published by Bellcore as SRBDS 00983.
- 3.28 "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 transport element revenues as defined by their effective access tariffs.
- 3.29 "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.
- 3.30 "North American Numbering Plan" or "NANP" means the numbering plan used in the United States that also serves Canada, Bermuda, Puerto Rico 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.
- 3.31 "NXX" means the fourth, fifth and sixth digits of a ten-digit telephone number.
- 3.32 "Party" means either USWC or ACI and "Parties" means USWC and ACI.
- 3.33 "Point of Interface", "Point of Interconnection", or "POI" is a mutually agreed upon point of demarcation where the exchange of traffic between two LECs (including a LEC and a Co-Provider) takes place.
- 3.34 "Port" means a termination on a Central Office Switch that permits end users to send or receive telecommunications services over the public switched network, but does not include switch features or switching functionality.
- 3.35 "Rate Center" means the specific geographic point and corresponding geographic area which are associated with one or more particular NPA-NXX codes which have been assigned to a LEC (or Co-Provider) for its provision of basic exchange telecommunications services. The "rate center point" is the finite geographic point identified by a specific V & H coordinate, which is used to measure distance-sensitive end user traffic to/from, the particular NPA-NXX

designations associated with the specific Rate Center. The "rate center area" is the exclusive geographic area identified as the area within which the LEC (or Co-Provider) will provide Basic Exchange Telecommunications Service bearing the particular NPA-NXX designations associated with the specific Rate Center. The Rate Center point must be located within the Rate Center area.

- 3.36 "Reseller" is a category of local exchange service provider that obtains dial tone and associated telecommunications services from another provider through the purchase of bundled finished services for resale to its end users.
- 3.37 "Routing Point" means a location that a LEC or Co-Provider has designated on its own network as the homing (routing) point for traffic, bearing a certain NPA-NXX designation, that is inbound to Basic Exchange Telecommunications Services provided by the LEC or Co-Provider. The Routing Point is employed to calculate mileage measurements for the distance-sensitive transport element charges of Switched Access Services. Pursuant to Bellcore Practice BR 795-100-100, the Routing Point may be an "End Office" location, or a "LEC Consortium Point of Interconnection". Pursuant to that same Bellcore Practice, examples of the latter shall be designated by a common language location identifier (CLLI) code with (x)KD in positions 9, 10, 11, where (x) may be any alphanumeric A-Z or 0-9. The above referenced Bellcore document refers to the Routing Point as the Rating Point. The Rating Point/Routing Point must be located within the rate center area.
- 3.38 "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 an SCP.
- 3.39 "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. An STP transmits, receives and processes Common Channel Signaling ("CCS") messages.
- 3.40 "Switched Access Service" means the offering of transmission or switching services to Telecommunications 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, 800/888 access, and 900 access and their successors or similar Switched Access services.
- 3.41 "Tariff" as used throughout this Agreement refers to USWC interstate tariffs and state tariffs, price lists, price schedules and catalogs.
- 3.42 "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 Commission shall determine whether the provision of fixed and mobile satellite service shall be treated as common carriage.

- 3.43 "Traffic Type" is the characterization of intraLATA traffic as "local" (local includes EAS), or "toll" which shall be the same as the characterization established by the appropriate state commission for the incumbent LEC.
- 3.44 "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.
- 3.45 Terms not otherwise defined here, but defined in the Act or in regulations implementing the Act, shall have the meaning defined there.

4. RATES AND CHARGES GENERALLY

- 4.1 Prices for termination and transport of traffic, Interconnection, access to unbundled Network Elements, and ancillary services are set forth in Appendix A.
- 4.2 USWC's wholesale discounts for resale services are set forth in Appendix A.
- 4.3 The underlying 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.

5. RECIPROCAL TRAFFIC EXCHANGE

5.1 Scope

Reciprocal traffic exchange addresses the exchange of traffic between ACI end users and USWC end users. If such traffic is local, the provisions of this Agreement shall apply. Where either Party acts as an IntraLATA Toll provider or interLATA Interexchange Carrier (IXC) or 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.

5.2 Traffic Types

The Traffic Types to be exchanged under this Agreement include:

- 5.2.1 EAS/Local Traffic as defined above.
- 5.2.2 IntraLATA Toll traffic as defined above.
- 5.2.3 Switched Access traffic, or interLATA toll traffic, as specifically defined in USWC's state and interstate Switched Access Tariffs, and generally identified as that 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.
- 5.2.4 Transit traffic is any traffic other than Switched Access, that originates from one Telecommunications Carrier's network, transits another Telecommunications Carrier's network, and terminates to yet another Telecommunications Carrier's network.

Transit service provides the ability for a Telecommunications Carrier to use its connection to a local or access tandem for delivery of calls that originate with a Telecommunications Carrier and terminate to a company other than the tandem company, such as another Co-Provider, an existing LEC, or a wireless carrier. In these cases, neither the originating nor terminating end user is a customer of the tandem Telecommunications Carrier. The tandem Telecommunications Carrier will accept traffic originated by a Party and will terminate it at a Point of Interconnection with another local, intraLATA or interLATA network Telecommunications Carrier. This service is provided through local and access tandem switches.

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

- 5.2.5.1 Directory Assistance
- 5.2.5.2 911/E911
- 5.2.5.3 Operator call termination (busy line interrupt and verify)
- 5.2.5.4 800/888 database dip
- 5.2.5.5 LIDB
- 5.2.5.6 Information services requiring special billing.

- 5.2.6 Unless otherwise stated in this Agreement, ancillary traffic will be exchanged in accordance with whether the traffic is EAS/Local, IntraLATA Toll, or Switched Access.

5.3 Types of Exchanged Traffic

5.3.1 Termination of Local Traffic.

Local traffic will be terminated as Local Interconnection Service (LIS).

5.3.2 Transport of Local Traffic

As negotiated between the Parties, the exchange of local traffic between the Parties may occur in several ways:

5.3.2.1 While the Parties anticipate the use of two way trunks for the delivery of local traffic, either Party may elect to provision its own one-way trunks for delivery of local traffic to be terminated on the other Party's network.

5.3.2.2 The Parties may elect to purchase transport services from each other or from a third party. Such transport delivers the originating Party's local traffic to the terminating Party's end office or tandem for call termination. Transport may be purchased as either tandem switched transport or direct trunk transport.

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

5.3.3 Transit Traffic.

5.3.3.1 USWC will accept traffic originated by ACI and will terminate it at a Point of Interconnection with another Co-Provider, LEC, IXC, or wireless carrier. USWC will provide this transit service through local and access tandem switches. ACI may also provide USWC with transit service.

5.3.3.2 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 message to facilitate full interoperability and billing functions. In all cases, the originating company is responsible to follow the EMR standard and to exchange records with both the transiting company and the terminating company, to facilitate the billing process to the originating network.

5.3.3.3 The Parties will use industry standards developed to handle the provision and billing of Switched Access by multiple providers (MECAB, MECOD and the Parties' FCC tariffs), including the one-time provision of notification to ACI of the billing name, billing address and carrier identification codes of all Interexchange Carriers originating or terminating at each USWC access tandem.

5.3.4 Toll Traffic.

Toll traffic routed to an access tandem, or directly routed to an end office, will be terminated as Switched Access Service. Traffic terminated at the access tandem will be routed to the end offices within the LATA that subtend the USWC access tandem switch. Switched Access Service also allows for termination at an end office or tandem via direct trunked circuits provisioned either by USWC or ACI.

5.4 Rate Structure

5.4.1 Local Traffic

5.4.1.1 Call Termination

5.4.1.1.1 The Parties agree that call termination rates as described in Appendix A will apply reciprocally for the termination of EAS/Local traffic per minute of use. If the exchange of EAS/Local traffic between the Parties is within +/- 5% of balance (as measured monthly), the Parties agree that their respective call termination charges will offset one another, and no compensation will be paid. The Parties agree to perform monthly joint traffic audits, based upon mutually agreeable measurement criteria and auditing standards. In the event that the exchange of traffic is not in balance as described above, the call termination charges in Appendix A will apply.

- 5.4.1.1.2 For traffic terminated at a USWC or ACI end office, the end office call termination rate in Appendix A shall apply.
- 5.4.1.1.3 For traffic terminated at a USWC or ACI tandem switch, the tandem switched rate and the tandem transmission rate in Appendix A shall apply in addition to the end office call termination rate described above.
- 5.4.1.1.4 The Parties acknowledge that ACI will initially serve all of its end users within a given LATA through a single ACI switch. The Parties also acknowledge that ACI may, in the future, deploy additional switches in each LATA. For purposes of call termination, the initial ACI switch shall be treated as an end office switch.
- 5.4.1.1.5 For purposes of call termination, this Agreement recognizes the unique status of traffic originated by and terminated to internet service providers. Parties agree to abide by any federal or state regulatory or judicial proceedings governing reciprocal compensation and enhanced service provider traffic.
- 5.4.1.1.6 Neither Party shall be responsible to the other for call termination charges associated with third party traffic that transits such Party's network.

5.4.2 Transport

- 5.4.2.1 If the Parties elect to each provision their own one-way trunks to the other Party's end office for the termination of local traffic, each Party will be responsible for its own expenses associated with the trunks and no transport charges will apply. Call termination charges shall apply as described above.
- 5.4.2.2 If one Party desires to purchase direct trunk transport from the other Party, the following rate elements will apply. Transport rate elements include the direct trunk transport facilities between the POI and the terminating Party's tandem or end office switches. The applicable rates are described in Appendix A.
- 5.4.2.3 Direct trunk transport facilities are provided as dedicated DS3 or DS1 facilities without the tandem switching

functions, for the use of either Party between the Point of Interconnection and the terminating end office or tandem switch.

5.4.2.4 If the Parties elect to establish two-way direct trunks, the compensation for such jointly used 'shared' facilities shall be adjusted as follows. The nominal compensation shall be pursuant to the rates for direct trunk transport in Appendix A. The actual rate paid to the provider of the direct trunk facility shall be reduced to reflect the provider's use of that facility. The adjustment in the direct trunk transport rate shall be a percentage that reflects the provider's relative use (i.e., originating minutes of use) of the facility in the busy hour.

5.4.2.5 Multiplexing options are available at rates described in Appendix A.

5.4.3 Toll Traffic.

Applicable Switched Access Tariff rates, terms, and conditions apply to toll traffic routed to an access tandem, or directly to an end office. Relevant rate elements include Direct Trunk Transport or Tandem Switched Transport, Interconnection Charge, Local Switching, and Carrier Common Line, as appropriate.

5.4.4 Transit Traffic.

Applicable Switched Access, Type 2 or LIS transport rates apply for the use of USWC's network to transport transit traffic. For transiting local traffic, the applicable local transit rate applies to the originating Party per Appendix A. For transiting toll traffic, the Parties will charge the applicable Switched Access rates to the responsible carrier. For terminating transiting wireless traffic, the Parties will charge their applicable rates to the wireless provider. For transiting wireless traffic, the Parties will charge each other the applicable local transit rate.

5.5 LIS Interface Code Availability And Optional Features

5.5.1 Interface Code Availability.

Supervisory signaling specifications, and the applicable network channel interface codes for LIS trunks, are the same as those used for Feature Group D Switched Access Service, as described in the Parties' applicable Switched Access Tariffs.

5.5.2 Switching Options.

5.5.2.1 Inband MF or SS7 Out of Band Signaling.

Inband MF signaling and SS7 Out of Band Signaling are available for LIS trunks. MF signaling or SS7 Out-of-Band Signaling must be requested on the order for the new LIS trunks. Provisioning of the LIS trunks equipped with MF signaling or SS7 Out of Band Signaling is the same as that used for Feature Group D Switched Access. Common Channel Signaling Access Capability Service, as set forth in this Agreement, must be ordered by ACI when SS7 Out-of-Band Signaling is requested on LIS trunks.

5.5.2.2 Clear Channel Capability.

Clear Channel Capability permits 24 DS0-64 kbit/s services or 1.536 Mbit/s of information on the 1.544 Mbit/s line rate. Clear Channel Capability is available for LIS trunks equipped with SS7 Out-of-Band Signaling. Clear Channel Capability is only available on trunks to USWC's access tandem switch or USWC's end office switches (where available); (Clear Channel Capability is not available on trunks to USWC's local tandem switches or end offices where it is currently not deployed. ACI agrees to use the Bona Fide Request process to request clear channel capability for such additional switches. Prices for such additional Clear Channel Capability, if any, will be established through the BFR Process). Clear Channel Capability must be requested on the order for the new LIS trunks. The provisioning of the LIS trunks equipped with Clear Channel Capability is the same as that used for Feature Group D Switched Access Service. USWC will provide ACI with a listing of USWC end offices, local tandems and access tandems equipped with Clear Channel Capability.

5.6 Measuring Local Interconnection Minutes

5.6.1 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 ACI's Point of Interconnection, whichever is recognized first by the entry switch.

- 5.6.2 USWC and ACI are required to provide each other the proper call 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.

5.7 Testing

5.7.1 Acceptance Testing

At the time of installation of an 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 USWC's applicable Switched Access Tariff for the specifications.

5.7.2 Testing Capabilities

5.7.2.1 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).

5.7.2.2 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 tariff rates.

5.8 Ordering

5.8.1 When ordering LIS, the ordering Party shall specify on the service order: 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 Trunk Transport or Tandem Switched Transport); 3) the peak busy hour CCS from the ACI end office; 4) the number of trunks to be provisioned at a local exchange office or tandem; 5) and 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.

5.8.2 When the ordering Party initially orders a DS3 Interconnection facility, in conjunction with Tandem Switched Transport to a tandem, or DS3 Direct Trunk Transport facilities to a tandem or local exchange office, the provider will forward the appropriate DS1 facility record information necessary to identify the circuit facility assignment. On subsequent

orders utilizing existing DS3 Interconnection facilities, or DS3 Direct Trunk Transport facilities, the provider will assign the DS1 facility to the DS3 Interconnection facility or DS3 Direct Trunk Transport facility, as directed by the ordering Party.

- 5.8.3 A joint planning meeting will precede ACI and USWC trunking orders. These meetings will result in the transmittal of Access Service Requests (ASRs) to initiate order activity. A Party requesting tandem Interconnection will provide its best estimate of the traffic distribution to each end office subtending the tandem.
- 5.8.4 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.
- 5.8.5 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.

5.9 Billing Arrangements

- 5.9.1 USWC and ACI desire to submit separate bills, pursuant to their separate tariffs, to Interexchange Carriers for their respective portions of jointly provided Switched Access Service.

Based on the negotiated POI, the Parties will agree on a meet point percentage to enable the joint provisioning and billing of Switched Access Services to third parties in conformance with the Meet-Point Billing guidelines adopted by and contained in the Ordering and Billing Forum's MECAB and MECOD documents and referenced in USWC's Switched Access Tariffs. The Parties understand and agree that MPB arrangements are available and functional only to/from Interexchange Carriers who directly connect with the tandem(s) that ACI sub-tends in each LATA.

- 5.9.2 The Parties will use reasonable efforts, individually and collectively, to maintain provisions in their respective federal and state access tariffs, and/or provisions within the National Exchange Carrier Association ("NECA") Tariff No. 4, or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.
- 5.9.3 As detailed in the MECAB document, ACI and USWC will exchange all information necessary to bill third parties for Switched Access Services traffic jointly handled by ACI and USWC via the meet point arrangement in a timely fashion. Information shall be exchanged in Exchange Message Record ("EMR") format (Bellcore Standard BR 010-200-010, as amended) on magnetic tape or via a mutually acceptable electronic file

transfer protocol. The Parties will exchange records pursuant to this paragraph without additional compensation.

- 5.9.4 The Parties will agree upon reasonable audit standards and other procedures as required to ensure billing accuracy.
- 5.9.5 Each Party will bill the IXCs the appropriate rate elements in accordance with their respective interstate and intrastate tariffs, as follows:

<u>Rate Element</u>	<u>Billing Company</u>
Carrier Common Line	Dial Tone Provider
Local Switching	Dial Tone Provider
Interconnection Charge	Dial Tone Provider
Local Transport Termination	Based on negotiated BIP
Local Transport Facility (also called Tandem Transmission per mile)	Based on negotiated BIP
Tandem Switching	Access Tandem Provider
Entrance Facility	Access Tandem Provider

- 5.9.6 For originating 800/888 traffic routed to an access tandem, the tandem provider will perform 800/888 database inquiry and translation functions and bill the inquiry charge and translation charge (if any) to the Interexchange Carrier pursuant to tariff. For all originating 800/888 database inquiry and translation functions, the charges will be billed to the Interexchange Carrier transporting the call.

5.10 Mileage Measurement

Where required, the mileage measurement for LIS facilities and trunks is determined in the same manner as the mileage measurement for Feature Group D Switched Access Service.

5.11 Construction Charges

If applicable, construction charges will apply as detailed in the Construction Charges section of this Agreement.

6. INTERCONNECTION

6.1 Definition

- 6.1.1 "Interconnection" is the linking of the USWC and ACI networks for the mutual exchange of traffic and for ACI access to unbundled Network Elements. Interconnection does not include the transport and termination of traffic. Interconnection is provided by Virtual or Physical Collocation, entrance facilities or Mid-Span Meet arrangements.

6.1.2 USWC will provide Interconnection at the line side of the local switch, the trunk side of the local switch, trunk interconnection points of the tandem switch, central office cross-connect points, and the location of the signaling transfer points necessary to exchange traffic and access call related databases.

6.2 Mid-Span Meet POI

6.2.1 A Mid-Span Meet POI is a negotiated point of interface, limited to the interconnection of facilities between one Party's switch and the other Party's switch. 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, if the meet point arrangement is used exclusively for the exchange of local traffic.

6.2.2 If the Mid-Span Meet arrangement is to be used for access to unbundled Network Elements, ACI must pay the portion of the economic costs of the Mid-Span Meet arrangement used by ACI for access to unbundled Network Elements.

6.3 Collocation

Interconnection may be accomplished through either Virtual or Physical Collocation. The terms and conditions under which Collocation will be available are described in the Collocation section of this Agreement.

6.4 Entrance Facility

Interconnection may be accomplished through the provision of an entrance facility. An entrance facility extends from the serving Wire Center of the provider to the other Party's Wire Center location. Entrance facilities may not extend beyond the area described by the provider's serving Wire Center. The rates for entrance facilities are provided in Appendix A.

6.5 Quality of Interconnection

USWC will not, for the purpose of Interconnection, provide to ACI less favorable terms and conditions than USWC provides itself or in a manner less efficient than it would impose on itself. The quality of Interconnection will be at least equal to that of USWC.

Both Parties agree to manage their network switches in accordance with the Bellcore LSSGR.

6.6 Points of Interface (POI)

Upon the request for specific point to point routing, USWC will make available to ACI information indicating the location and technical characteristics of USWC's network facilities. The following alternatives are negotiable: (1) a DS1 or DS3 entrance facility; (2) Virtual Collocation; (3) Physical Collocation; and (4) negotiated Mid-Span Meet facilities. Each Party is responsible for providing its own facilities up to the Mid-Span Meet POI. The Parties will negotiate the facilities arrangement between their networks.

6.7 Trunking Requirements

6.7.1 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.

6.7.2 Two-way trunk groups will be established wherever possible. Exceptions to this provision will be based on billing, signaling, and network requirements. For example, (1) billing requirements - switched access vs. local traffic, (2) signaling requirements - MF vs. SS7, and (3) network requirements - directory assistance traffic to TOPS tandems. The following is the current list of traffic types that require separate trunk groups, unless specifically otherwise stated in this Agreement.

- 6.7.2.1 IntraLATA Toll and Switched Access trunks
- 6.7.2.2 EAS/Local trunks
- 6.7.2.3 Directory Assistance trunks
- 6.7.2.4 911/E911 trunks
- 6.7.2.5 Operator services trunks
- 6.7.2.6 Commercial Mobile Radio Service/Wireless traffic for which ACI serves as the transit provider between the CMRS provider and USWC.
- 6.7.2.7 Transit IntraLATA Toll
- 6.7.2.8 Transit local
- 6.7.2.9 Meet-Point Billing Trunks (for the joint provision of Switched Access)
- 6.7.2.10 Mass calling trunks, if applicable

6.7.3 Trunk group connections will be made at a DS1 or multiple DS1 level for exchange of EAS/Local, IntraLATA Toll, wireless/Commercial Mobile Radio Service, and Switched Access traffic. Ancillary service trunk groups will be made below a DS1 level, as negotiated.

6.7.4 The Parties will provide Common Channel Signaling (CCS) to one another, where available, in conjunction with all EAS/Local trunk circuits. All CCS signaling parameters will be provided including Calling Party

Number (CPN), originating line information (OLI), calling party category, charge number, etc. All privacy indicators will be honored.

- 6.7.5 Where CCS is not available, in-band multi-frequency (MF) wink start signaling will be provided. When the Parties interconnect via CCS for jointly provided Switched Access Service, the tandem provider will provide MF/CCS interworking as required for Interconnection with Interexchange Carriers who use MF signaling.
- 6.7.6 The Parties will follow all Ordering and Billing Forum adopted standards pertaining to CIC/OZZ codes.
- 6.7.7 USWC will cooperate in the provision of TNS (Transit Network Selection) for the joint provision of Switched Access Service.
- 6.7.8 The Parties shall terminate EAS/Local traffic exclusively on EAS/Local trunk groups. No EAS/Local trunk groups shall be terminated on USWC's access tandems.
- 6.7.9 The Parties agree to terminate local traffic in the same EAS/Local area as such traffic originated.

6.8 Interconnection Forecasting

- 6.8.1 The Parties agree that during the first year of Interconnection, joint forecasting and planning meetings will take place no less frequently than once per quarter.
- 6.8.2 The Parties shall establish joint forecasting responsibilities for traffic utilization over trunk groups. Intercompany forecast information must be provided by the Parties to each other four times a year. The quarterly forecasts shall include forecasted requirements for each trunk group identified in Paragraph 6.7.2 of this Section. In addition, the forecast shall include, for tandem-switched traffic, the quantity of tandem-switched traffic forecasted for each subtending end office. The Parties recognize that, to the extent historical traffic data can be shared between the Parties, the accuracy of the forecasts will improve. Forecasts shall be for a minimum of three (current and plus-1 and plus-2) years and shall include:
 - 6.8.2.1 The use of Common Language Location Identifier (CLLI-MSG), which are described in Bellcore documents BR 795-100-100 and BR 795-400-100;
 - 6.8.2.2 A description of major network projects anticipated for the following six months that could affect the other Party. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, or

other activities that are reflected by a significant increase or decrease in trunking demand for the following forecasting period. This planning will include the issues of network capacity, forecasting and compensation calculation, where appropriate.

6.8.3 If differences in quarterly forecasts of the Parties vary by more than 24 additional DS0 two-way trunks for each local interconnection trunk group, the Parties shall meet to reconcile the forecast to within 24 DS0 trunks.

6.8.4 If a trunk group is under 75 percent of centum call seconds (ccs) capacity on a monthly average basis for each month of any three month period, either Party may request to resize the trunk group, which resizing will not be unreasonably withheld. If a resizing occurs, the trunk group shall not be left with less than 25 percent excess capacity.

6.8.5 Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.

6.9 Service Interruptions

6.9.1 Standards and procedures for notification of trunk disconnects will be jointly developed by the Parties. Neither Party shall be expected to maintain active status for a trunk disconnected by the other Party for an extended or indefinite period of time. Collectively, the Parties will use their best good faith efforts to complete and agree on such plan.

6.9.2 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".

6.9.3 If, either Party discovers an impairment or interference that threatens to cause, is causing, or has caused service-affecting harm to the physical integrity of the network, physical harm to either Parties' employees or third parties or interference which prevents either Party, or third parties, from offering service to their end-users, such impairment or inference may be considered an emergency situation and that Party shall, where practical, promptly notify the other Party of the nature and location of the impairment or interference. The Parties agree to work together to attempt to promptly resolve the emergency situation and if Parties are unable to resolve it, or if exigent circumstances exist, either Party may take any

action permitted by applicable law, including the temporary disconnection of the affected circuit, facility or equipment. The Parties contemplate that the provision of services with industry standards, norms, or generally accepted practices will not constitute an emergency situation.

- 6.9.4 Where new facilities, services and arrangements are installed, the TRCO shall ensure that continuity exists and take appropriate transmission measurements before advising the other Party that the new circuit is ready for service.
- 6.9.5 Each Party shall furnish a trouble reporting telephone number for the designated TRCO. This number shall give access to the location where facility records are normally located and where current status reports on any trouble reports are readily available. 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.
- 6.9.6 Before either Party reports a trouble condition, each shall use its best efforts to isolate the trouble to the other's facilities.
 - 6.9.6.1 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 carriers.
 - 6.9.6.2 The Parties shall cooperate in isolating trouble conditions.

7. COLLOCATION

7.1 Description

- 7.1.1 Collocation allows for the placing of transmission equipment owned by ACI within USWC's Central Office for the purpose of interconnecting with USWC, accessing UNEs, and/or terminating EAS/Local traffic.

- 7.1.1.1 Virtual Collocation

With a Virtual Collocation arrangement, ACI is responsible for the procurement of its own transmission equipment which USWC installs and maintains. ACI does not have physical access to its equipment in the USWC Central Office but will be granted access to the SPOT Frame for placing any connections it may require for access to USWC UNEs.

- 7.1.1.2 Physical Collocation

Physical Collocation allows ACI to lease caged floor space in 100 square foot increments, up to a maximum of 400 square feet, for

placement of its transmission equipment within USWC's Central Office for the purpose of interconnecting with USWC UNEs. ACI is responsible for the procurement, installation and on-going maintenance of its equipment as well as the cross connections required at the SPOT Frame for combining its equipment to USWC UNEs.

7.1.1.3 Common Collocation

Common Collocation is provided in a non-caged area of a USWC Central Office. Space will be made available in single frame bay increments. Space will be provided utilizing USWC standard equipment bay configurations in which ACI can place and maintain its own equipment. As with both Virtual and Physical Collocation, Common Collocation will also include access to the SPOT Frame in which ACI can make connections to USWC UNEs.

7.2. Terms and Conditions

7.2.1 Terms and Conditions - General

- 7.2.1.1 With respect to any technical requirements or performance standards specified in this Section, USWC shall provide Collocation in a nondiscriminatory manner on rates, terms and conditions that are just, reasonable and nondiscriminatory.
- 7.2.1.2 ACI will only collocate basic transmission equipment, including equipment necessary to provide DSL services, to interconnect with USWC's UNEs and/or terminate EAS/local traffic to USWC. ACI must identify what transmission equipment will be installed and the vendor technical specifications of such equipment so that USWC may engineer the power, floor loading, heat release, environmental particulate level, and HVAC.
- 7.2.1.3 Collocation requests require that space be provided for the placement of [Co-Provider's] transmission equipment within USWC's Central Office. USWC must also provide the structure that is necessary in support of this equipment including physical space, a cage (for Physical Collocation), required cabling between equipment and other associated hardware.
- 7.2.1.4 All equipment placed will meet NEBS standards and will be installed in accordance with USWC Technical Publications 77350, 77351, 77355, 77367, 77386 and 77390. USWC shall provide standard central office alarming pursuant to Technical Publication 77390.
- 7.2.1.5 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 USWC Central Office for placement of ACI's equipment. When

entrance facilities space is not available, ACI may opt to utilize USWC Private Line Finished Services in lieu of entrance facilities. USWC is not required to build new entrance facilities or construct new office space solely for the purposes of Collocation. In the event that USWC requires additional Central Office space in order to satisfy its own business needs, additional space will be taken into consideration for Collocation as well.

7.2.1.6 If a request for Collocation is denied due to a lack of space in a USWC Central Office, ACI may request USWC to provide a cost quote for the reclamation of space and/or equipment. Quotes will be developed within 60 business days including the estimated time frames for the work that is required in order to satisfy the Collocation request. ACI has 30 days to accept the quote. If ACI accepts the quote, upon receipt of 50% down of the quoted charges, work will begin with the balance due on completion.

7.2.1.7 If space is limited in USWC's Central Offices, Collocation space will always be provided for placement of a SPOT frame for all Collocation requests. This may include having to reclaim either space or equipment. All costs associated with allocating space directly related to the SPOT Frame will be borne by USWC.

7.2.1.8 Reclamation may include the following:

USWC is responsible for Equipment Reclamation - Space that contains non-working equipment that can be removed.

ACI is responsible for the cost of Grooming - The moving of circuits from working equipment to other equipment with similar functionality for the purpose of providing space for Interconnection.

ACI is responsible for Space Reclamation - Administrative space that can be re- conditioned for the placement of transmission equipment.

If ACI's request for reclamation produces additional capacity in excess of ACI's requested amount of collocation space, ACI will be responsible, on a pro-rated basis, pursuant to Section 7.2.1.8. only for that portion of the reclamation necessary to satisfy its collocation request.

7.2.1.9 If USWC determines that the amount of space requested by ACI for Physical Collocation is not available, ACI will be offered Collocation in the closest 100 square foot increment that is determined to be available in relation to the original request or ACI will be offered Common Collocation (bay at a time) as an alternative to Physical Collocation.

- 7.2.1.10 USWC will designate the POI for network Interconnection for Virtual, Physical or Common Collocation arrangements. ACI will be allowed access to the POI on non-discriminatory terms.
- 7.2.1.11 ACI is responsible for providing its own fiber facilities to the (POI) outside USWC's Central Office. USWC will extend the fiber facility on a USWC 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 USWC to continue the run to ACI's transmission equipment or collocation area.
- 7.2.1.12 The entrance facility must be fiber optic cable and meet industry standards (GR. 20 Core). Metallic sheath cable is not permitted for use as an entrance facility for the purpose of Interconnection. USWC reserves the right to refuse cable that does not meet requirements for entrance facilities.
- 7.2.1.13 Dual entry into a USWC Central Office will be provided only when two entry points previously exist and duct space is available. USWC will not initiate construction of an entrance facility solely for Collocation. If USWC requires an entrance facility for its own use, then the needs of ACI will also be taken into consideration.
- 7.2.1.14 Where no entrance facilities are available, USWC will offer ACI USWC Private Line Finished Services in lieu of entrance facilities to be terminated at ACI's collocated equipment.
- 7.2.1.15 USWC will establish a SPOT Frame to be the single point where all USWC UNEs and ACI equipment are terminated. The SPOT Frame becomes the standard demarcation point between ACI and USWC owned network facilities and equipment as well as the demarcation between UNEs. ACI will run jumpers on this SPOT Frame to connect the network elements. There are three basic types of connections that will be made at the SPOT Frame:
- Unbundled Element to Unbundled Element
 - Unbundled Element to ACI equipment termination
 - ACI equipment termination to Co-Provider equipment termination
- 7.2.1.16 All terminations on the SPOT Frame will have a cable CFA address. USWC will assign and maintain cable CFA records for the terminations at the SPOT frame. USWC will provide the cable CFA to ACI for subsequent unbundled network element ACI orders. ACI will maintain assignment records for the terminations of its own equipment. ACI will also maintain the assignment records for which

SPOT frame addresses are connected to combine network elements and deliver service. ACI will be required to make the jumper wire, cross connection between frame addresses on the SPOT frame to complete the standard circuit.

- 7.2.1.17 ACI will be required to forecast for all DS0, DS1 and DS3 terminations that it requires for each Wire Center for which it is requesting Collocation. The forecast is, including a separate forecast for UNEs ACI wishes to combine, included as part of the Collocation order form and will be used to pre-provision the necessary tie cables from the Collocation space to the SPOT Frame and from the SPOT Frame to USWC UNEs. Terminations will be provisioned in following increments:
- DS0- 100 pair increments
 - DS1- 28 channel increments
 - DS3- per termination
- 7.2.1.18 USWC will review the security requirements and hours of access (seven (7) days a week, twenty-four (24) hours a day) with ACI. This will include issuing keys, ID cards, and explaining the access control processes, including but not limited to the requirement that all ACI approved personnel are subject to trespass violations if outside of designated and approved areas or if found to be providing access to unauthorized individuals.
- 7.2.1.19 USWC 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 ACI personnel and its designated agents.
- 7.2.1.20 ACI shall be restricted to corridors, stairways, and elevators that provide direct access to ACI's space, or to the nearest restroom facility from ACI's designated space, and such direct access will be outlined during ACI's orientation meeting. Access shall not be permitted to any other portion of the building.
- 7.2.1.21 Nothing herein shall be construed to limit ACI's ability to obtain Virtual, Physical and/or Common Collocation at their preference in a single location, provided space is available.
- 7.2.1.22 Conversions of the various Collocation arrangements (i.e. virtual to physical) are available upon request by ACI and payment by ACI of associated conversion charges. Conversions shall be in accordance with USWC's standard Collocation provisioning processes.

7.2.2 Terms and Conditions - Virtual Collocation

- 7.2.2.1 USWC is responsible for installing and maintaining Virtually Collocated equipment for the purpose of Interconnection or to access UNEs.
- 7.2.2.2 ACI will not have physical access to the Virtually Collocated equipment in the USWC Wire Center. If ACI orders UNEs, ACI will have access to the Wire Center and the SPOT frame where the virtually collocated equipment is terminated for the purposes of combining UNEs.
- 7.2.2.3 ACI will be responsible for obtaining and providing to USWC administrative codes, (e.g., common language codes, for all equipment specified by ACI and installed in Wire Center buildings).
- 7.2.2.4 ACI shall ensure that upon receipt of ACI's virtually collocated equipment by USWC, all warranties and access to ongoing technical support are passed through to USWC, all at ACI's expense. ACI shall advise the manufacturer and seller of the virtually collocated equipment that ACI's equipment will be possessed, installed and maintained by USWC.
- 7.2.2.5 ACI's virtually collocated equipment must comply with the Bellcore Network Equipment Building System (NEBS) Generic Equipment Requirements TR-NWT-000063, USWC 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. ACI shall provide USWC interface specifications (e.g., electrical, functional, physical and software) of ACI's virtually collocated equipment.
- 7.2.2.6 ACI must specify all software options and associated plug-ins for its virtually collocated equipment.
- 7.2.2.7 USWC does not guarantee the reliability of ACI's virtually collocated equipment.
- 7.2.2.8 ACI will be responsible for payment for training of USWC employees for the maintenance, operation and installation of ACI's Virtually Collocated equipment when that equipment is different than the equipment locally used by USWC in the affected offices.
- 7.2.2.9 ACI will be responsible for payment of charges incurred in the maintenance and/or repair of ACI's virtually collocated equipment.

7.2.3 Terms and Conditions - Physical Collocation

- 7.2.3.1 USWC shall provide to ACI Physical Collocation for Interconnection and for access to UNEs, except that USWC may provide for Common or Virtual Collocation if USWC demonstrates to the Commission that Physical Collocation is not practical for technical reasons or because of space limitations, as provided in Section 251(c)(6) of the Act. USWC shall provide basic telephone service with a connection jack as requested by ACI for the Physical or Common Collocated space. Upon ACI's request, this service shall be available per standard USWC business service provisioning processes.
- 7.2.3.2 Physical Collocation is offered in Wire Centers on a space-available, first come, first-served basis.
- 7.2.3.3 The minimum standard leasable amount of floor space is 100 square feet. ACI must efficiently use the leased space; no more than 50% of the floor space may be used for storage cabinets and work surfaces. The Commission will be the final arbitrator in points of dispute between the Parties.
- 7.2.3.4 ACI's leased floor space will be separated from other Co-Providers and USWC space through a cage enclosure. USWC or a USWC approved contractor will construct the cage enclosure. These two Technical Publications must be in the possession of ACI and its agents at the site during all work activities.
- 7.2.3.5 The following standard features will be provided by USWC:
- Heating, ventilation and air conditioning.
 - Smoke/fire detection and any other building code requirements.
- 7.2.3.6 USWC will design the floor space within each Wire Center which will constitute ACI's leased space.
- 7.2.3.7 USWC will ensure that the necessary construction work (racking, ducting, caging, etc.) is performed to build ACI's leased physical space and the riser from the vault to the leased physical space.
- 7.2.3.8 ACI owns and is responsible for the installation, maintenance and repair of its transmission equipment located within the physically collocated space rented from USWC.

- 7.2.3.9 ACI must use leased space promptly and may not warehouse space for later use or sublease to another Co-Provider.
- 7.2.3.10 USWC will extend USWC-provided and owned fiber optic cable from the POI through the cable vault and extend the cable to the Fiber Distribution Panel and then to ACI's leased physical space or place the cable in fire retardant tubing prior to extension to ACI's leased physical space. ACI will, procure, install and maintain all fiber optic facilities up to the USWC designated POI.
- 7.2.3.11 USWC will install and maintain all related SPOT frame activity necessary to provide cross connections between USWC's and ACI's equipment, pursuant to sections 7.2.1.15; 7.2.1.16; and 7.2.17 above.
- 7.2.3.12 ACI may not extend USWC dark fiber to ACI's leased physical space or connect DS1/DS3 Channel Terminations to USWC dark fiber.
- 7.2.3.13 USWC will work cooperatively with ACI in matters of joint testing and maintenance.
- 7.2.3.14 Once construction is complete for Physical Collocation and ACI has accepted its leased physical space, ACI may order its DS0, DS1, DS3.
- 7.2.3.15 If, during installation, USWC determines ACI activities or equipment does not comply with the NEBS standards listed in section 7.2.1.4 or are otherwise unsafe, non-standard, or in violation of any applicable laws or regulations, USWC has the right to stop all collocation work until the situation is remedied. If such conditions pose an immediate threat to the safety of USWC employees, interfere with the performance of USWC'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 USWC may perform such work and/or take action as is necessary to correct the condition at ACI's expense.
- 7.2.3.16 If, at any time, USWC determines that the equipment or the installation does not meet USWC standards as listed in Section 7.2.1.4, ACI will be responsible for the costs associated with the removal, modification to, or installation of the equipment to bring it into compliance. If ACI fails to correct any non-compliance within fifteen (15) days of written notice of non-compliance, USWC may have the equipment removed or the condition corrected at ACI's expense.

7.2.4 Terms and Conditions - Common Collocation

- 7.2.4.1 ACI owns and is responsible for the installation, maintenance and repair of its transmission equipment located within the space rented from USWC. USWC will not interfere with such ACI equipment and will make best efforts to ensure that third parties will not have access to, will not physically touch, and/or functionally impact the operation of any ACI equipment, spares, or test equipment. USWC will not access ACI's equipment under normal operating circumstances; however, USWC cannot agree under any circumstances, never access, physically touch, and/or functionally impact ACI's equipment. Additionally, with respect to the requirement set forth to not functionally impact ACI's equipment, please refer to Section 6.9.2 and 6.9.3 which USWC and ACI have had extensive discussions. ACI does not have access to, will not physically touch, and/or functionally impact the operation of any adjacent USWC equipment, spares, or test equipment.
- 7.2.4.2 Requests for multiple bay space will be provided in adjacent bays where possible. When contiguous space is not available, bays may be co-mingled with other USWC or other co-provider equipment bays. ACI may request through the USWC Space Reclamation Policy, a price quote to rearrange USWC equipment to provide ACI with adjacent space.
- 7.2.4.3 All equipment placed will meet minimum NEBs standards and will be engineered and installed in accordance with USWC Technical Publications 77350, 77351, 77355, 77367, 77386 and 77390. Technical Publications 77350 and 77367 must be in the possession of ACI and its agents at the site during all work activities.
- 7.2.4.4 All equipment placed will be subject to random audits conducted by USWC. These audits will determine whether the equipment meets the standards required by this Agreement. ACI will be notified of the results of this audit and shall rectify all non-conformities within 30 days of notification. All non-conforming items remaining after this 30 day period may be rectified by USWC and the cost assessed to ACI.

7.3. Rate Elements

7.3.1 Rate Elements - General Collocation

- 7.3.1.1 USWC 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 ACI on the Collocation Order Form. A quote is then developed by USWC for the work to be performed.

- 7.3.1.2 The following elements as specified in Appendix A of this Agreement, are used to develop a price quotation in support of Collocation.
- 7.3.1.3 Quote Preparation Fee. This covers the work involved in verifying space and developing a quotation for ACI for the total costs involved in its Collocation request.
- 7.3.1.4 Entrance Facility Charge. Provides for fiber optic cable on a two-fiber basis from the POI utilizing USWC owned, conventional single mode type of fiber optic cable to the collocated equipment (for Virtual Collocation) or to the leased space (for Physical/Common Collocation). The entrance facility includes riser, fiber placement, entrance closure, conduit/innerduct, and core drilling.
- 7.3.1.5 Cable Splicing Charge. Represents the labor and equipment to perform a subsequent splice to ACI provided fiber optic cable after the initial installation splice. Includes per-setup and per-fiber-spliced rate elements.
- 7.3.1.6 -48 Volt DC Power Charge. Provides -48 volt DC power to ACI collocated equipment. Charged in 20 ampere unit increments.
- 7.3.1.7 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 (feeders) A and B from the local power distribution bay to the leased physical space (for Physical or Common Collocation) or to the collocated equipment (for Virtual Collocation). Charged per foot. per A and B feeder.
- 7.3.1.8 Inspector Labor Charge. Provides for USWC qualified personnel, acting as an inspector, when ACI 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 four hours. The minimum call-out charge shall apply when no other employee is present in the location, and an 'off-shift' USWC employee (or contract employee) is required to go 'on-shift' on behalf of ACI.
- 7.3.1.9 Channel Regeneration Charge. Required when the distance from the leased physical space (for Physical or Common Collocation) or from the collocated equipment (for Virtual Collocation) to USWC network is of sufficient length to require regeneration.
- 7.3.1.10 SPOT Frame Block Terminations
SPOT Frame Per 100 DS0 Terminations

SPOT Frame Per 28 DS1 Terminations

These elements include USW provided tie cables, associated racking and terminating blocks that are required between ACI collocated equipment and the SPOT Frame.

7.3.1.11 SPOT Frame, Per Termination.

SPOT Frame Per DS0 Termination
SPOT Frame Per DS1 Termination
SPOT Frame Per DS3 Termination

These elements include the installation of ACI's supplied tie cables from its collocated equipment and their termination on the SPOT Frame and is provided in conjunction with Collocation Cable Racking.

7.3.1.12 Collocation Cable Racking – A charge for cable racking required for placement of ACI's supplied tie cables from its equipment to the SPOT Frame which is provided in conjunction with the SPOT Frame Per DS0, DS1 and DS3 termination. Cable Racking is assessed on a per foot, per pair, per requested UNE termination at the SPOT Frame.

7.3.1.13 Unbundled Distribution Charge- This element includes the tie cables and associated racking that are required to be placed between the horizontal side of the SPOT frame and USWC UNEs.

7.3.1.14 Collocation Grounding Charge. A charge associated with providing grounding for ACI's cage enclosure and equipment. Recurring and nonrecurring charges are assessed per foot to ACI's cage enclosure or common space where required.

7.3.1.15 Overhead Lighting Charge- Standard illumination of Central Office Space.

7.3.1.16 Heating and Air Conditioning Charge- Environmental temperature control required for proper operation of electronic telecommunications equipment.

7.3.1.17 Security Charge- The keys/card readers and cameras required for ACI access to the USWC Central Office for the purpose of collocation.

7.3.2 Rate Elements - Virtual Collocation

The following rate elements, as specified in Appendix A., apply uniquely to Virtual Collocation.

- 7.3.2.1 Maintenance Labor -- Provides for the labor necessary for repair of out of service and/or service-affecting conditions and preventative maintenance of ACI virtually collocated equipment. ACI is responsible for ordering maintenance spares. USWC will perform maintenance and/or repair work upon receipt of the replacement maintenance spare and/or equipment from ACI. A call-out of a maintenance technician after business hours is subject to a minimum charge as specified above.
- 7.3.2.2 Training Labor -- Provides for the billing of vendor-provided training for USWC personnel on a metropolitan service area basis, necessary for ACI virtually collocated equipment which is different from USWC provided equipment. USWC will require three USWC employees to be trained per metropolitan service area in which ACI virtually collocated equipment is located. If, by an act of USWC, trained employees are relocated, retired, or are no longer available, USWC will not require ACI to provide training for additional USWC employees for the same virtually collocated equipment in the same metropolitan area. The amount of training billed to ACI will be reduced by half, should a second Co-Provider in the same metropolitan area select the same virtually collocated equipment as ACI.
- 7.3.2.3 Equipment Bay -- Provides mounting space for ACI virtually collocated equipment. Each bay includes the 7 foot bay, its installation, 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.
- 7.3.2.4 Engineering Labor -- Provides the planning and engineering of ACI virtually collocated equipment at the time of installation, change or removal.
- 7.3.2.5 Installation Labor -- Provides for the installation, change or removal of ACI virtually collocated equipment.
- 7.3.2.6 All equipment and installation shall meet earthquake rating requirements.

7.3.3 Rate Elements - Physical Collocation

- 7.3.3.1 Enclosure Buildout. The Cage Enclosure Buildout element includes the material and labor to construct the enclosure. ACI may choose from USWC approved contractors to construct the cage, in accordance with USWC's installation Technical Publication 77350. It includes a nine foot cage enclosure available in increments of 100, 200, 300 or 400 square feet, air conditioning (to support ACI 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 Enclosure Buildout will be provided on an individual basis due to the uniqueness of ACI's requirements, central office structure and arrangements.
- 7.3.3.2 Floor Space Lease. Provides the monthly rent 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 transmission 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 USWC Wire Center areas surrounding the leased physical space and general repair and maintenance.
- 7.3.3.3 AC Power Charge- Standard AC outlet used by ACI for the purpose of powering test equipment, tools etc.
- 7.3.3.4 Grounding Charge- Used to connect the Central Office common ground to ACI's equipment.

7.3.4 Rate Elements - Common Collocation

The supporting structure and rate elements for Common Collocation are the same as Physical Collocation, excluding the caged enclosure. The minimum square footage is 9 square feet per bay.

7.4. Ordering

7.4.1 Ordering - Collocation

- 7.4.1.1 ACI must have a state approved Interconnection agreement before submitting a Collocation Order Form and Quote Preparation Fee (QPF) to USWC.

7.4.2 Ordering - Virtual Collocation

- 7.4.2.1 Upon receipt of a Collocation Order Form and QPF, USWC will perform a feasibility study to determine if adequate space can be found for the placement of [Co-Provider]'s equipment within the Central Office. The feasibility study will be completed within **five (5)** business days of receipt of the QPF. If space is available, USWC will develop a price quotation within **25** business days of completion of the feasibility study.

- 7.4.2.2 Virtual Collocation price quotes will be honored for 30 calendar days from the date the quote is provided. During this period the entrance facility and space is reserved pending ACI's approval of the quoted charges. If ACI agrees to terms as stated in the Collocation Price Quote, ACI must respond within 30 days with a signed quote, a check for 50% down of the quoted charges and proof of insurance. Under normal conditions, USWC will complete the installation within 90 days from receipt of ACI's equipment. Any portions that cannot be completed within 90 days will be negotiated with ACI on an individual case basis. The installation of line cards and other minor modifications shall be performed by USWC on intervals equivalent to those that USWC applies to itself, but in no instance shall any such interval exceed 90 days. Final Payment is due upon completion.

7.4.3 Ordering - Physical Collocation

- 7.4.3.1 Upon receipt of a Collocation Order Form and QPF, USWC will perform a feasibility study to determine if adequate space can be found for the placement of ACI's equipment within the Central Office. The feasibility study will be provided within 15 business days from date of receipt of the QPF. If entrance facilities and office space are found to be available, USWC will develop a quote for the supporting structure within 25 business days of providing the feasibility study. Physical Collocation price quotes will be honored for 30 calendar days from the date the quote is provided. Upon receipt of the signed quote, 50% down and proof of insurance, construction by USWC will begin. The cage will be available to ACI for placement of its equipment within 90 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.

7.4.3.2 If Physical Collocation is ordered from a state Tariff then the available terminations will be defined in each of those Tariffs.

7.4.3.3 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 90 days may include additional time for placement of a POI and DC power upgrades required to meet ACI's Collocation request.

7.4.4 Ordering - Common Collocation

7.4.4.1 Upon receipt of a Collocation Order Form and QPF, USWC will perform a feasibility study to determine if adequate space can be found for the placement of ACI's equipment within the Central Office. The feasibility study will be provided within 15 business days from date of receipt of the Collocation Order Form and QPF. If entrance facilities and office space are found to be available, USWC will develop a quote for supporting structure within 25 business days of providing the feasibility study. Common Collocation price quotes will be honored for 30 calendar days from the date the quote is provided. During this period the entrance facility and space is reserved pending ACI's approval of the quoted charges. If ACI agrees to the terms as stated in the Collocation Price Quote, ACI must respond within 30 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 USWC will begin. The common space including equipment bays and associated apparatus provided by USWC, will be available to ACI for placement of its equipment within 90 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.

7.4.4.2 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 90 days may include additional time for placement of a POI and DC power upgrades required to meet ACI's Collocation request.

7.5. Billing

7.5.1 Billing - Collocation

Upon completion of the Collocation construction activities and payment of the remaining nonrecurring balance, USWC will provide ACI a completion package that will initiate the recurring Collocation charges. Once this completion package has been signed by ACI and USWC, ACI may begin submitting service order requests for USWC transport services and/or UNEs.

7.5.2 Billing - Virtual Collocation

Virtual Collocation will be considered complete when the POI has been constructed, the shared fiber entrance facility has been provisioned, and the collocated equipment has been installed. Cooperative testing between ACI and USWC may be negotiated and performed to ensure continuity and acceptable transmission parameters in the facility and equipment.

7.5.3 Billing - Physical and Common Collocation

Upon completion of the construction activities and payment of the remaining nonrecurring charge, USWC will turn over access to the space and provide security access to the Wire Center. ACI will sign off on the completion of the physical space via the Physical or Common Collocation completion package. This will activate the monthly billing for leased space. ACI may then proceed with the installation of its equipment in the Collocation space. Once ACI's equipment has been installed and cable provided to the SPOT Frame, USWC will complete all remaining work activities. A second completion package will be provided for ACI's approval of the project. This completion package will initiate the recurring collocation charges associated with the remaining monthly charges (e.g., Entrance Facility, DC Power, SPOT Frame terminations, etc.)

7.6. Maintenance and Repair

7.6.1 Virtual Collocation

- 7.6.1.1 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.
- 7.6.1.2 Installation and maintenance of ACI's virtually collocated equipment will be performed by USWC or a USWC authorized vendor.
- 7.6.1.3 Upon failure of ACI's virtually collocated equipment, ACI is responsible for transportation and delivery of maintenance spares to USWC at the Wire Center housing the failed equipment. ACI is responsible for purchasing and maintaining a supply of spares.

7.6.2 Physical Collocation

ACI is responsible for the maintenance and repair of its equipment located within the ACI's caged space.

7.6.3 Common Collocation

ACI is responsible for the maintenance and repair of its equipment located within the ACI's common space.

8. UNBUNDLED ACCESS/ELEMENTS

8.1 General Terms

8.1.1 USWC agrees to provide the following unbundled Network Elements which are addressed in more detail in later sections of this Agreement: 1) local Loop, 2) local and tandem switches (including all vertical switching features provided by such switches), 3) interoffice transmission facilities, 4) network interface devices, 5) signaling and call-related database facilities, 6) operations support systems functions, and 7) operator and directory assistance functions.

8.1.2 This Agreement provides for the provision of unbundled Network Elements to ACI which ACI may connect or combine for the purpose of offering finished retail services. USWC will not combine USWC's unbundled Network Elements to provide a finished service to ACI. USWC agrees, however, to offer finished retail services to ACI for resale pursuant to the Resale section of this Agreement.

8.1.3 USWC will not restrict the types of telecommunications services ACI may offer through unbundled elements, nor will it restrict ACI from combining elements with any technically compatible equipment ACI owns. USWC will provide ACI with the same features, functions and capabilities of a particular element that USWC provides to itself, so that ACI can provide any telecommunications services that can be offered by means of the element.

8.2 Description of Unbundled Elements

8.2.1 Tandem Switching

USWC will provide a tandem switching element on an unbundled basis. The tandem switch element includes the facilities connecting the trunk distribution frames to the switch, and certain switching functions, including those facilities that establish a temporary transmission path between two other switches, but not including the transport needed to

complete the call. The definition of the tandem switching element also includes the functions that are centralized in tandems rather than in separate end office switches, such as call recording, the routing of calls to operator services, and signaling conversion functions.

8.2.2 Interoffice Transport

USWC will provide access to dedicated transmission facilities between its Central Offices or between such offices and those of other carriers.

8.2.3 Digital Cross Connect System.

USWC will provide ACI with access to mutually agreed upon digital cross-connect system (DCS) points.

8.2.4 Unbundled Loops

8.2.4.1 Service Description

8.2.4.1.1 An Unbundled Loop establishes a transmission path between a central office distribution frame (or equivalent) up to, and including, USWC'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.

8.2.4.1.2 Basic Unbundled Loops are available as a two-wire or four-wire, 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, ACI is requested to specify loop start or ground start option. The actual loop facilities that provide this service may utilize various technologies or combinations of technologies. Basic Unbundled Loops provide an analog facility to ACI.

8.2.4.1.2.1 When ACI requests a nonloaded Unbundled Loop and there are none available, USWC will dispatch a technician to remove load coils and excess bridge taps (i.e., "deload" and condition the Loop) in order to make a Loop available. ACI will be charged the conditioning nonrecurring charge (cable unloading and bridge tap removal) in addition to the Unbundled Loop installation nonrecurring charge.

8.2.4.1.2.2 If ACI orders multiplexing, ACI will be responsible for notifying USWC of the multiplexing channel plug requirements and settings ACI desires to be established. If ACI wishes to establish a standard setting for all such multiplexing, the BFR process shall be used to document that request. The multiplexing channel plug requirements and settings may also be established on a case by case basis.

8.2.4.1.2.3 The actual Loop facilities may utilize various technologies or combinations of technologies. USWC will provide Unbundled Loops as required in this section regardless of the actual technology deployed for the requested loops.

8.2.4.2 Unbundled Loops are provided in accordance with the specifications, interfaces and parameters described in the appropriate Technical Reference Publications. USWC's sole obligation is to provide and maintain Unbundled Loops in accordance with such specifications, interfaces and parameters. USWC 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 ACI's end user and USWC's end office and may vary due to characteristics inherent in the physical network. USWC, in order to properly maintain and modernize the network, may make necessary modifications and changes to the Network Elements 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.

8.2.4.3 Facilities and lines furnished by USWC on the premises of ACI's end user and up to, and including, the NID or equivalent are the property of USWC. USWC must have access to all such facilities for network management purposes. USWC'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.

8.2.4.4 Unbundled Loops include the facilities between the USWC distribution frame up to and including USWC's NID located at ACI's end user premises. The connection between the distribution frame and ACI facilities is accomplished by ordering the applicable EICT in conjunction with Expanded Interconnection-Collocation as set forth in USWC's Private Line Tariff. Regeneration for the EICT may be required.

8.2.4.5 Ordering and Maintenance.

8.2.4.5.1 Prior to placing orders on behalf of the end user, ACI shall be responsible for obtaining and have in its possession Proof of Authorization ("POA"). POA shall consist of documentation acceptable to USWC of the end user's selection of ACI. Such selection may be obtained in the following ways:

8.2.4.5.1.1 The end user's written Letter of Authorization or LOA.

8.2.4.5.1.2 The end user's electronic authorization by use of an 800 number,

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

8.2.4.5.1.4 A prepaid returnable postcard supplied by ACI which has been signed and returned by end user. ACI will wait fourteen (14) business days after mailing the postcard before placing an order to change.

8.2.4.5.2 If there is a conflict between an end user (and/or its respective agent) and ACI regarding the disconnection or provision of Unbundled Loops, USWC will honor the latest dated Letter of Authorization designating an agent by the end user or its respective agent. If the end user's service has not been disconnected and Unbundled Loop Service is not yet established, ACI will be responsible to pay the nonrecurring charge as set forth herein. If the end user's service has been disconnected and the end user's service is to be

restored with USWC, ACI will be responsible to pay the applicable nonrecurring charges as set forth in USWC's applicable tariff, to restore the end user's prior service with USWC.

8.2.4.5.3 ACI 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. USWC will work cooperatively with ACI to resolve trouble reports when the trouble condition has been isolated and found to be within a portion of USWC's network. ACI must provide to USWC switch-based test results when testing its end user's trouble prior to USWC performing any repair functions. The Parties will cooperate in developing mutually acceptable test report standards. When the trouble is not in USWC's network, USWC shall apply to ACI the maintenance of service charges in accordance with the applicable time and materials charges in USWC's tariff.

8.2.4.5.4 ACI will be responsible to submit to USWC a disconnect order for an Unbundled Loop that is relinquished by the end user due to cessation of service. Unbundled Loop facilities will be returned to USWC when the disconnect order is complete. In the event of transfer of the end user's service from one provider to another, the new provider will issue a request for transfer of service, resulting in the appropriate disconnection and reconnection of service.

8.2.4.5.5 USWC will employ the following ordering interval process when receiving [Co-Provider's] request for Unbundled Loops:

For one order at a specific end user's premises:

1 order- within 5 business day interval for order completion by USWC.

For multiple orders at a specific end user's premises:

2-8 orders- within 5 business day interval for order completion by USWC.

9-16 orders- within 6 business day interval for order completion by USWC.

17-24 orders- within 7 business day interval for order completion by USWC.

For related orders, new connects will be physically worked within the same calendar day.

8.2.4.5.6 When ordering Unbundled Loops, ACI is responsible for obtaining or providing facilities and equipment that are compatible with the service.

8.2.4.5.7 ACI will have responsibility for testing the equipment, network facilities and the Unbundled Loop facility. If USWC performs tests of the Unbundled Loop facility at ACI's request, and the fault is not in the USWC facilities, a charge shall apply.

8.2.4.5.8 ACI 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.

8.2.4.5.9 Provisions regarding Basic Testing at Coordinated Cutover Time shall be negotiated between the Parties on an individual case basis.

8.2.4.5.10 ACI and USWC will work cooperatively to develop forecasts for Unbundled Loop service. USWC requests an eighteen month forecast of Unbundled Loop service. The forecast will include the specific serving Wire Center that will be requested, plus the specific quantity of each service desired. The forecast will be updated quarterly, and will be treated as ACI confidential information.

8.2.4.6 Appendix A contains the rate information for Unbundled Loops.

8.2.4.7 If applicable, the Bona Fide Request Process will apply as detailed in the Bona Fide Request Process section of this Agreement.

8.2.4.8 If applicable, Construction Charges, pursuant to the Construction Charges section of this Agreement, may apply to the construction of new Unbundled Loops on behalf of ACI.

8.2.5 Local Switching Element

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

8.2.5.1 End Office Switching

8.2.5.1.1 Line-side and trunk-side Ports are available. The line-side Port is flat rated and it includes:

- 8.2.5.1.1.1 Telephone Number
- 8.2.5.1.1.2 Directory Listing
- 8.2.5.1.1.3 Dial Tone
- 8.2.5.1.1.4 Signaling (loop or ground start)
- 8.2.5.1.1.5 On/Off Hook Detection
- 8.2.5.1.1.6 Audible and Power Ringing
- 8.2.5.1.1.7 Automatic Message Accounting (AMA) Recording
- 8.2.5.1.1.8 Access to 911, Operator Services, and Directory Assistance
- 8.2.5.1.1.9 Blocking Options (900 services)

8.2.5.1.2 Vertical features will be offered as elements. These elements are offered at the retail rate with the appropriate discounted rate offered under resale.

8.2.5.1.3 Local originating usage will be measured and billed on minutes of use.

8.2.5.1.4 The access point for line-side Port interconnection is the Single Point of Termination (SPOT) bay of the USWC designated serving Wire Center.

8.2.5.1.5 The price for local switching is described in Appendix A.

8.2.5.2 Customized Routing

8.2.5.2.1 Description

Customized routing will enable ACI to direct particular classes of calls to prearranged outgoing trunks. ACI can use customized routing to direct its

end users' calls to 411, 555-1212, or O- to its own directory assistance, operator services platform or dedicated trunks.

8.2.5.2.2 Limitations

Because there is a limitation in the capacity of the 1A ESS switch, custom routing will be offered to Co-Providers on a first-come, first-served basis.

8.2.5.2.3 The price for custom routing will be provided on a case-by-case basis. The price for custom routing is comprised of a development charge for a customized Line Class Code and an installation charge for every switch the Line Class Code is implemented.

8.2.5.3 Coin signaling is only available as part of "smart PAL" service.

8.2.6 Network Interface Device (NID)

8.2.6.1 Service Description.

A device wired between a telephone protector and the inside wiring to isolate the end user's equipment from the network at the subscriber's premises. It is a device for the termination of inside wire that is available in single and multiple pair configurations.

8.2.6.2 ACI may connect its loops, via its own NID, to the USWC NID.

8.2.6.3 Any costs associated with USWC's connection of ACI's NID to USWC's NID, will be the responsibility of ACI.

8.2.6.4 The price for access to the NID will be provided on a case-by-case basis.

8.2.7 Additional Unbundled Elements

ACI may request nondiscriminatory access to, and where appropriate, development of additional unbundled Network Elements not covered in this Agreement in response to specific requests therefor, pursuant to the Bona Fide Request Process detailed in the Bona Fide Request Process section of this Agreement.

9. ANCILLARY SERVICES AND ARRANGEMENTS

9.1 Signaling Access to Call-Related Databases

9.1.1 When ACI is purchasing local switching from USWC, USWC will provide access via the STP to call related databases used in AIN services. The Parties agree to work in the industry to define the mediated access mechanisms for SCP access. Access to the USWC Service Management Systems (SMS) will be provided to ACI, via the BFR process, to activate, modify, or update information in the call related databases, equivalent to the USWC access.

9.1.2 USWC will offer unbundled signaling via LIS-Common Channel Signaling Capability (CCSAC). CCSAC service utilizes the SS7 network and provides access to call-related databases that reside at USWC's SCPs, such as the Line Information Database (LIDB) and the 800 Database. The access to USWC's SCPs will be mediated via the STP Port in order to assure network reliability.

9.1.3 CCSAC includes:

9.1.3.1 Entrance Facility - This element connects ACI's signaling point of interface with the USWC serving wire center (SWC). ACI may purchase this element or it may self-provision the entrance facility. If the entrance facility is self-provisioned, ACI would need to purchase Collocation and an Expanded Interconnection Channel Termination.

9.1.3.2 Direct Link Transport (DLT) - This element connects the SWC to the USWC STP. ACI may purchase this element or self-provision transport directly to the STP. If ACI provides the link to the STP, it must purchase Collocation, an Expanded Interconnection Channel Termination at the STP location, and a direct link from the EICT to the STP Port.

9.1.3.3 STP Port - This element provides the switching function at the STP. One STP Port is required for each DLT Link. The Port provides interaction with the Service Control Point (SCP). Port availability is limited.

9.1.3.4 Multiplexing - Multiplexing may be required at either/both the SWC and/or Port. The multiplexing options are the standard DS3 to DS1 and DS1 to DS0 requirements.

9.1.4 Access to Advanced Intelligent Network (AIN) functions is available only through the STP.

9.1.5 USWC will provide mediated access to SMS via the BFR process, for the purpose of activating, modifying or updating AIN service specification through its Service Creation Environment (SCE) on an equivalent basis as USWC provides to itself. SMS allows ACI to provision, modify, or update information in call related databases. Currently, the SCE process is predominantly manual via a service center.

9.1.6 The pricing for CCSAC service is provided in Appendix A.

9.2 Interim Number Portability

9.2.1 General Terms

9.2.1.1 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.

9.2.1.2 Until Permanent Number Portability is implemented by the industry pursuant to regulations issued by the FCC or the Commission, the Parties agree to provide Interim Number Portability ("INP") to each other through remote call forwarding, direct inward dialing and NXX migration.

9.2.1.3 Once Permanent Number Portability is implemented pursuant to FCC or Commission regulation, either Party may withdraw, at any time and at its sole discretion, 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 Permanent Number Portability. Upon implementation of Permanent Number Portability pursuant to FCC regulations, both Parties agree to conform and provide such Permanent Number Portability.

9.2.1.4 USWC will update its Line Information Database ("LIDB") listings for retained numbers as directed by ACI. USWC 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.

9.2.1.5 Upon request, USWC shall provide to ACI INP via Direct Inward Dial Trunks pursuant to applicable tariffs.

9.2.1.6 Where either 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 in the LERG (and associated industry databases, routing tables, etc.) to an end office operated by the second Party. 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.

9.2.2 Description Of Service

9.2.2.1 Interim Number Portability ("INP") Service is a service arrangement that can be provided by USWC to ACI or by ACI to USWC. 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".

9.2.2.2 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.

9.2.2.3 INP is available as INP-Remote Call Forwarding ("INP-RCF") permitting a call to an INP Provider's assigned telephone number to be translated to the INP Requestor's dialable local number. 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.

9.2.2.4 INP is subject to the following restrictions:

9.2.2.4.1 An INP telephone number may be assigned by INP Requestor only to the 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.

- 9.2.2.4.2 INP is applicable only if the INP Requestor is engaged in a reciprocal traffic exchange arrangement with the INP Provider.
- 9.2.2.4.3 Only the existing, INP Provider assigned end user telephone number may be used as a ported number for INP.
- 9.2.2.4.4 INP will not be provided by the INP Provider for end users whose accounts are in arrears and who elect to make a change of service provider unless and until the following conditions are met:
 - 9.2.2.4.4.1 Full payment for the account (including directory advertising charges associated with the end user's telephone number) is made by end user or INP Requestor agrees to make full payment on behalf of end user.
 - 9.2.2.4.4.2 INP Provider is notified in advance of the change in service provider and a Change of Responsibility form is issued.
 - 9.2.2.4.4.3 INP Provider accepts the transfer of responsibility.
- 9.2.2.4.5 INP services shall not be re-sold, shared or assigned by either Party to another LEC or Co-Provider.
- 9.2.2.4.6 INP is not offered for NXX Codes 555, 976, 960 and coin telephones, and Service Access Codes (i.e. 500, 700, 800/888, 900). INP is not available for FGA seven-digit numbers, including foreign exchange (FEX), FX and FX/ONAL and foreign Central Office Service. Furthermore, INP numbers may not be used for mass calling events.
- 9.2.2.4.7 The ported telephone number will be returned to the originating Party (or to the common pool of telephone numbers upon implementation of Permanent Number Portability) 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.

9.2.2.5 Ordering and Maintenance

- 9.2.2.5.1 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 queries and complaints.
- 9.2.2.5.2 Each Party is responsible for obtaining a Letter of Authorization (LOA) from its end users who request a transfer of the end user's telephone number from the other Party.
- 9.2.2.5.3 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., Unbundled Loops). The Parties will cooperate to develop intercompany procedures to implement the requirements of this paragraph.
- 9.2.2.5.4 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 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., Unbundled Loops). The Parties will cooperate to develop intercompany procedures to implement the requirements of this paragraph.
- 9.2.2.5.5 Certain features are not available on calls passed through INP service.
- 9.2.2.5.6 The INP Requestor's designated INP switch must return answer and disconnect supervision to the INP Provider's switch.
- 9.2.2.5.7 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.

- 9.2.2.5.8 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.

9.2.2.6 Cost Recovery

The Parties agree that, for the purposes of this Agreement that the following cost structure is an acceptable measure of the costs incurred by the INP Provider.

- 9.2.2.6.1 Number Ported -- This cost is incurred per number ported, per month. Should the INP Requestor provide the transport from the INP Provider's end office to the INP Requestor's end office switch, a lower cost is incurred. This cost represents a single call path from the INP Provider's end office switch to the INP Requestor for the portable number.
- 9.2.2.6.2 Additional Call Path -- This cost is incurred per additional call path per month added to a particular ported telephone number. Should the INP Requestor provide the transport from the INP Provider's end office to the INP Requestor's end office switch, a lower cost is incurred.
- 9.2.2.6.3 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.
- 9.2.2.6.4 Service Establishment -- Additional number ported or changes to existing numbers, per number ported -- This non-recurring cost is for each telephone number equipped with INP.
- 9.2.2.6.5 The Parties agree that Appendix A reasonably identifies the above costs.
- 9.2.2.6.6 Each of the above costs shall be borne by the INP Requestor.
- 9.2.2.6.7 The INP Provider will, when using RCF, send the original ("ported") number over the Interconnection arrangements as the Calling Party Number using

the signaling protocol applicable to the arrangements. The INP Requestor will capture and measure the number of minutes of INP incoming traffic. USWC will provide (and update quarterly) percentage distributions of all terminating traffic in the LATA by jurisdictional nature of the traffic: a) local; b) intrastate, intraLATA switched access; c) intrastate, interLATA switched access; d) interstate, intraLATA switched access; e) interstate, interLATA switched access. Separate residence and business percentage distributions will be provided, to the extent possible. The Parties agree to work cooperatively to develop and exchange the data required to implement this paragraph. The appropriate percentage will be applied to the number of minutes of INP traffic in each category to determine the number of minutes eligible for additional "pass through" switched access compensation. Pass through switched access compensation will be paid at the following rates:

For all Intra-LATA Toll and inter-LATA minutes delivered over INP, USWC will pay, in addition to reciprocal compensation, the applicable CCLC for each minute.

9.2.2.6.8 Rates are contained in Appendix A.

9.3 911/E-911 Service

9.3.1 Scope.

9.3.1.1 ACI exchanges to be included in USWC's E-911 Data Base will be indicated via written notice and will not require an amendment to this Agreement.

9.3.1.2 In counties where USWC has obligations under existing agreements as the primary provider of the 911 System to the county, ACI will participate in the provision of the 911 System as described in this Agreement.

9.3.1.2.1 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.

9.3.1.2.2 USWC, or its agent, will be responsible for maintaining the E-911 Data Base. USWC, or its

agent, will provide to ACI 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.

- 9.3.1.2.3 For selective routing table updates, ACI will negotiate directly with USWC's data base provider for the input of end user data into the USWC Automatic Location Identification ("ALI") data base. ACI will negotiate directly with the Public Safety Answering Point ("PSAP")'s (or PSAP agency's) DMS/ALI provider for input of end user data into the ALI data base. In most cases the selective routing table updates and the ALI data base will be managed by the same provider. ACI assumes all responsibility for the accuracy of the data that ACI provides for MSAG preparation and E-911 Data Base operation.
- 9.3.1.2.4 ACI will provide end user data to USWC's agent for the USWC ALI data base 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. USWC will furnish ACI any variations to NENA recommendations required for ALI data base input.
- 9.3.1.2.5 ACI will provide end user data to USWC's agent for the USWC ALI data base that are MSAG valid and meet all components of the NENA-02-004 Recommended Measurements For Data Quality.
- 9.3.1.2.6 ACI will update its end user records provided to USWC's agent for the USWC ALI data base to agree with the 911 MSAG standards for its service areas.
- 9.3.1.2.7 USWC will provide ACI with the identification of the USWC 911 controlling office that serves each geographic area served by ACI.
- 9.3.1.2.8 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.

9.3.1.2.9 USWC will provide ACI with the ten-digit telephone numbers of each PSAP agency, for which USWC provides the 911 function, to be used by ACI to acquire emergency telephone numbers for operators to handle emergency calls in those instances where the ACI end user dials "O" instead of "911".

9.3.1.2.10 ACI will provide USWC with the ten-digit telephone numbers of each PSAP agency, for which ACI provides the 911 function, to be used by USWC to acquire emergency telephone numbers for operators to handle emergency calls in those instances where the USWC end user dials "O" instead of "911".

9.3.1.3 If a third party; i.e., LEC, is the primary service provider to a county, ACI 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 ACI are totally separate from this Agreement and USWC makes no representations on behalf of the third party.

9.3.1.4 If ACI is the primary service provider to the county, ACI and USWC will negotiate the specific provisions necessary for providing 911 service to the county and will include such provisions in an amendment to this Agreement.

9.3.1.5 ACI will separately negotiate with each county regarding the collection and reimbursement to the county of applicable end user taxes for 911 service.

9.3.1.6 ACI is responsible for network management of its network components in compliance with the Network Reliability Council Recommendations and meeting the network standard of USWC for the 911 call delivery.

9.3.1.7 The Parties shall provide a single point of contact to coordinate all activities under this Agreement.

9.3.1.8 Neither Party will reimburse the other for any expenses incurred in the provision of E-911 services up to P.01 grade of service.

9.3.2 Performance Criteria. E-911 Data Base accuracy shall be as set forth below:

- 9.3.2.1 Accuracy of ALI data will be measured jointly by the PSAPs and USWC in a format supplied by USWC. The reports shall be forwarded to ACI by USWC when relevant and will indicate incidents when incorrect or no ALI data is displayed.
- 9.3.2.2 Each discrepancy report will be jointly researched by USWC and ACI. Corrective action will be taken immediately by the responsible Party.
- 9.3.2.3 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 E-911 Data Base.
- 9.3.2.4 For PSAP default routing purposes, ACI will establish separate trunks for the USWC selective router for each PSAP jurisdictional area it serves from a given switch.
- 9.3.2.5 The additional parameters by which the Parties will utilize the 911 or E-911 database will be the subject of further discussion between the Parties.

9.4 Directory Assistance

- 9.4.1 USWC agrees to (1) provide to ACI's operators on-line access to USWC's directory assistance database; (2) provide to ACI unbranded directory assistance service (3) provide to ACI directory assistance service under the ACI brand (where technically feasible); (4) allow ACI or ACI's designated operator bureau to license USWC's directory assistance database for use in providing competitive directory assistance services. Prices for all of these services will be determined on an individual case basis.
- 9.4.2 The price for directory assistance, provided pursuant to this Agreement, is specified in Appendix A. As an alternative, the Parties may obtain directory assistance service pursuant to retail directory assistance tariffs.
- 9.4.3 The price for directory call completion services is specified in Appendix A, pending the completion of an approved cost study. Additional charges, for USWC IntraLATA Toll services, also apply for completed IntraLATA Toll calls. IntraLATA Toll service shall be available pursuant to the wholesale discount provided in the Resale section of this Agreement. Call completion service is an optional service. ACI may, at its option, request USWC to not provide call completion services to ACI end users.

9.5 White Pages Directory Listings

9.5.1 Scope.

- 9.5.1.1 White Pages Listings Service ("Listings") consists of USWC placing the names, addresses and telephone numbers of ACI's end users in USWC's listing database, based on end user information provided to USWC by ACI. USWC is authorized to use Listings in Directory Assistance (DA) and as noted in paragraph 9.5.1.4, below.
- 9.5.1.2 ACI will provide in standard, mechanized format, and USWC will accept at no charge, one primary listing for each main telephone number belonging to ACI's end users. Primary listings are as defined for USWC end users in USWC's general exchange tariffs. ACI will be charged for premium and privacy listings, e.g., additional, foreign, cross reference, informational, etc., at USWC's general exchange listing tariff rates, less the wholesale discount. If ACI utilizes Remote Call Forwarding for local number portability, ACI can list only one number without charge - either the end user's original telephone number or the ACI-assigned number. The standard discounted rate for an additional listing applies to the other number.
- 9.5.1.3 USWC will furnish ACI the Listings format specifications. ACI may supply a maximum of one batch file daily, containing only Listings that completed on or prior to the transmission date. USWC cannot accept Listings with advance completion dates. Large volume activity (e.g., 100 or more listings) on a caption set is considered a project that requires coordination between ACI and USWC to determine time frames.
- 9.5.1.4 ACI grants USWC a non-exclusive license to incorporate Listings information into its directory assistance database. ACI hereby selects one of two options for USWC's use of Listings and dissemination of Listings to third parties.

EITHER:

- 9.5.1.4.1 Treat the same as USWC's end user listings - No prior authorization is needed for USWC to release Listings to directory publishers or other third parties. USWC will incorporate Listings information in all existing and future directory assistance applications developed by USWC. ACI authorizes

USWC to sell and otherwise make Listings available to directory publishers. USWC shall be entitled to retain all revenue associated with any such sales. Listings shall not be provided or sold in such a manner as to segregate end users by carrier.

OR:

9.5.1.4.2 Restrict to USWC's directory assistance -- Prior authorization required by ACI for all other uses. ACI makes its own, separate agreements with USWC, third parties and directory publishers for all uses of its Listings beyond directory assistance. USWC will sell Listings to directory publishers (including USWC's publisher affiliate), other third parties and USWC products only after the third party presents proof of ACI's authorization. USWC shall be entitled to retain all revenue associated with any such sales. Listings shall not be provided or sold in such a manner as to segregate end users by carrier.

ACI hereby selects Option _____.

9.5.1.5 To the extent that state tariffs limit USWC'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.

9.5.2 USWC Responsibilities

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

9.5.2.2 USWC will include ACI Listings in USWC's Directory Assistance service to ensure that callers to USWC's Directory Assistance service have non-discriminatory access to ACI's Listings.

9.5.2.3 USWC will ensure the ACI Listings provided to USWC are included in the white pages directory published on

USWC's behalf, in accordance with ACI's selection under Section 9.5.1.4, above.

9.5.3 ACI Responsibilities

- 9.5.3.1 ACI agrees to provide to USWC its end user names, addresses and telephone numbers in a standard mechanized format, as specified by USWC.
- 9.5.3.2 ACI will supply its ACNA/CIC or CLCC/OCN, as appropriate, with each order to provide USWC the means of identifying Listings ownership.
- 9.5.3.3 ACI represents and warrants the end user information provided to USWC is accurate and correct. ACI further represents and warrants that it has reviewed all Listings provided to USWC, including end user requested restrictions on use such as non-published and non-listed. ACI 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 USWC with the applicable Listing information.
- 9.5.3.4 ACI is responsible for all dealings with, and on behalf of, ACI's end users, including:
 - 9.5.3.4.1 All end user account activity, e.g. end user queries and complaints.
 - 9.5.3.4.2 All account maintenance activity, e.g., additions, changes, issuance of orders for Listings to USWC.
 - 9.5.3.4.3 Determining privacy requirements and accurately coding the privacy indicators for ACI's end user information. If end user information provided by ACI to USWC does not contain a privacy indicator, no privacy restrictions will apply.
 - 9.5.3.4.4 Any additional services requested by ACI's end users.

9.6 Busy Line Verify and Busy Line Interrupt Services

- 9.6.1 Busy Line Verification ("BLV") is performed when one Party's end user requests assistance from the operator bureau to determine if the called line is in use, however, the operator bureau will not complete the call for the end user initiating the BLV inquiry. Only one BLV attempt will be

made per end user operator bureau call, and a charge shall apply whether or not the called party releases the line.

- 9.6.2 Busy Line Verification Interrupt ("BLVI") is performed when one Party's operator bureau interrupts a telephone call in progress after BLV has occurred. The operator bureau will interrupt the busy line and inform the called party that there is a call waiting. The operator bureau will only interrupt the call and will not complete the telephone call of the end user initiating the BLVI request. The operator bureau will make only one BLVI attempt per end user operator telephone call and the applicable charge applies whether or not the called party releases the line.
- 9.6.3 The rates for Busy Line Verify and Busy Line Verify and Interrupt are specified in Appendix A.
- 9.6.4 Each Party's operator bureau shall accept BLV and BLVI inquiries from the operator bureau of the other Party in order to allow transparent provision of BLV/BLVI traffic between the Parties' networks.
- 9.6.5 Each Party shall route BLV/BLVI traffic inquiries over separate direct trunks (and not the local/intraLATA trunks) established between the Parties' respective operator bureaus.

9.7 Toll and Assistance Operator Services

9.7.1 Description of Service.

Toll and Assistance refers to functions end users associate with the "O" operator. Subject to availability and capacity, access may be provided via operator services trunks purchased from USWC or provided by ACI via Collocation arrangements to route calls to ACI's platform.

9.7.2 Functions include:

- 9.7.2.1 O-Coin, Automatic Coin Telephone Service (ACTS) - these functions complete coin calls, collect coins and provide coin rates.
- 9.7.2.2 Alternate Billing Services (ABS or O+ dialing): Bill to third party, Collect and Mechanized Credit Card System (MCCS).
- 9.7.2.3 O- or operator assistance which provides general assistance such as dialing instruction and assistance, rate quotes, emergency call completion and providing credit.
- 9.7.2.4 Automated Branding - ability to announce the carrier's name to the end user during the introduction of the call.

- 9.7.2.5 Rating Services - operators have access to tables that are populated with all toll rates used by the operator switch.
- 9.7.3 Pricing for Toll and Assistance Operator Services shall be determined on a case-by-case basis, upon request.
- 9.7.4 Interconnection to the USWC Toll and Assistance Operator Services from an end office to USWC T/A is technically feasible at three distinct points on the trunk side of the switch. The first connection point is an operator services trunk connected directly to the T/A host switch. The second connection point is an operator services trunk connected directly to a remote T/A switch. The third connection point is an operator services trunk connected to a remote access tandem with operator concentration capabilities.
- 9.7.5 Trunk provisioning and facility ownership will follow the guidelines recommended by the Trunking and Routing, IOF and Switch sub-teams. All trunk interconnections will be digital.
- 9.7.6 Toll and Assistance interconnection will require an operator services type trunk between the end office and the interconnection point on the USWC switch.
- 9.7.7 Connecting a position to the host system requires two circuits (one voice and one data) per position on a T1 facility.
- 9.7.8 The technical requirements of operator services type trunks and the circuits to connect the positions to the host are covered in the OSSGR under Section 6 (Signaling) and Section 10 (System Interfaces) in general requirements form.
- 9.7.9 Specific provisions regarding Operator Services will be addressed in a separate agreement between the Parties.

9.8 Interconnection to Line Information Data Base (LIDB)

9.8.1 Description of Line Information Data Base (LIDB).

Line Information Data Base (LIDB) stores various line numbers and Special Billing Number (SBN) data used by operator services systems to process and bill calls. The operator services system accesses LIDB data to provide origination line (calling number), billing number and termination line (called number) management functions. LIDB is used for calling card validation, fraud verification, preferred IC association with the calling card, billing or service restrictions and the sub-account information to be included on the call's billing record.

9.8.2 Interfaces.

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)

9.8.3 LIDB Access.

9.8.3.1 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).

9.8.3.2 The application data needed for processing LIDB data are formatted as TCAP messages. TCAP messages may be carried as an application level protocol using SS7 protocols for basic message transport.

9.8.3.3 The SCP node provides all protocol and interface support. ACI SS7 connections will be required to meet Bellcore's GR905, TR954 and USWC's Technical Publication 77342 specifications.

9.8.3.4 Non-USWC companies will submit LIDB updates via a manual fax process being developed. An electronic capability is being designed to allow ACI to add, update, and delete their line records.

9.8.3.5 It is currently USWC's policy to allow LIDB access to non-USWC companies through regional STPs.

9.8.4 Pricing for LIDB access shall be determined on a case-by-case basis and will be included in a separate LIDB agreement between the Parties.

9.9 Access to Poles, Ducts, Conduits, and Rights of Way

Each Party shall provide the other Party access to its poles, ducts, rights-of-way and conduits it controls on terms, conditions and prices comparable to those offered to any other entity pursuant to each Party's applicable tariffs and/or standard agreements.

9.10 Miscellaneous Ancillary Services.

Miscellaneous ancillary services will be addressed in separate agreements between the Parties. These include, but are not limited to 800 and CMDS.

10. ACCESS TO OPERATIONAL SUPPORT SYSTEMS (OSS)

USWC is developing a proposal for access to its Operational Support Systems (OSS) to meet the requirements of the FCC's 1st and 2nd Orders and to provide ACI with electronic interfaces for pre-ordering, ordering, demand repairs and billing functions for Plain Old Telephone Services (POTS). These interfaces will also have the necessary mediation to protect the integrity of the network as well as allay any privacy concerns for end user information. The components described in this section are conceptual in nature and will be subject to change as the implementation process proceeds. There will be charges associated with the introduction of the interface and ongoing access to OSS operations which will include an initial access fee and an ongoing charge as described more fully below.

10.1 Operational Systems Interfaces - Interface Implementation Timetable

USWC's initial operational systems interfaces have been deployed and will support Pre-ordering, Ordering, Provisioning and Repair capabilities for POTS (non-design) services and Billing capabilities for most USWC product offerings. Subsequent phases of the plan incorporate the capabilities to support designed services for Pre-ordering, Ordering, Provisioning, and Maintenance and Repair. The specific features and functions are not discussed in this Agreement.

10.2 OSS Interface Design

- 10.2.1 USWC will develop 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 will act as a mediation or control point between ACI's and USWC's Operations Systems. Additionally, these gateways will provide security for the interface, protecting the integrity of the USWC network and its databases.
- 10.2.2 USWC proposes the use of the existing Electronic Data Interchange ("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.
- 10.2.3 For the exchange of daily usage data, including third party billed, collect, and card calls, USWC will use the Bellcore EMR format for the records, using the Network Data Mover ("NDM"), otherwise also known as the Connect:Direct method to transmit the information to carriers.

10.3 Accessible OSS Functions

10.3.1 Pre-ordering

"Pre-Ordering" refers to the set of activities whereby a service representative dialogs with ACI in order to obtain service availability. In today's environment, the pre-order process is 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, and return end user service information. USWC will provide on-line capabilities to perform these functions. These functions are described as follows.

10.3.1.1 Address Verification

This transaction will verify the end user's address.

If the address does not match USWC records, the AVR transaction will return "partial match" addresses and/or help as appropriate to assist ACI to properly identify the end user's address for verification.

Once the address is verified, the AVR transaction will return the valid address and the current status (working, non-working, or pending out) and the date the status was posted for each line at the address.

If USWC does not have a record of the address, ACI will have to contact USWC to input the record before the order can be submitted.

Note:

- 10.3.1.1.1 No detailed facility information (i.e., cable pair) will be returned as part of this transaction.
- 10.3.1.1.2 Rural addresses will not be supported.
- 10.3.1.1.3 The AVQ/AVR transaction attributes currently don't reflect the attributes required to support the error scenarios.

10.3.1.2 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. The USWC rates for the products and services will also be returned, but the ACI discount will not be applied.

10.3.1.3 End User Service Information Request

Gives ACI the ability to request a listing of services and features USWC is currently providing to an end user and the rates USWC is charging for such services.

10.3.1.4 View/Update Service Query/Service Request Response

Gives ACI the ability to view or update an existing Service Request (SR).

10.3.1.5 Store Service Request

This transaction allows ACI to store a new or existing SR.

This SR can be stored for the number of business days specified in USWC's methods and procedures before the SR must be submitted to USWC as a Work Order.

USWC will store the SR on-line until the associated Work Order is canceled by ACI or completed by USWC.

10.3.2 Ordering

With the pre-ordering steps completed, the requisite information will have been obtained from ACI and the initiation of a service order can begin. Submitting a service order will result in the provisioning and installation, if necessary, of an end user's service. The functional set required to order service is: open a service order, check facility availability, reserve an appointment if technician work is required in the field or at the end user's premises, reserve a telephone number if appropriate, cancel a service order, change a service order, send a firm order confirmation, support for work order status queries, and send notification of order completion.

10.3.2.1 Facility Availability

For each new line requested, 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 must be executed for any new line(s) requested.

Note:

10.3.2.1.1 This transaction does not reserve facilities and does not guarantee that facilities will be available when the work order is submitted.

10.3.2.1.2 USWC will automatically execute this transaction as part of order processing, any time a new line or transfer line is requested.

10.3.2.2 Telephone Number Availability

Enables a telephone number (TN) to be assigned to a line. ACI will be able to accept the TN or exchange the TN for two other TNs. If the end user requests a specific number or a vanity number, ACI must call the USWC Number Assignment Center (NAC) and the request will be handled manually. ACI will not have direct access to the telephone number assignment system.

10.3.2.3 Exchange Telephone Numbers/Response

Enables ACI to exchange the TN returned by the Telephone Number Availability Transaction for two more TNs. ACI must select one of the three TNs to proceed with the Work Order.

10.3.2.4 Return Telephone Numbers

Enables ACI to reject the TNs returned by the Telephone Number Availability transaction and the TNs will be returned to the pool.

10.3.2.5 Telephone Number Accept

Allows ACI to reserve one telephone number returned by the Telephone Number Availability transaction for a period of one (1) day so that the end user can be informed of the TN(s) prior to the actual submission of a Work Order. The Work Order must be submitted before the TN expires, otherwise the TN will be returned to the available pool of TNs.

10.3.2.6 Appointment Availability

Allows ACI to select an appointment from a calendar of available appointments. ACI will not have direct access to the system but USWC will automatically execute this transaction after the Work Order has been submitted and a technician must be dispatched.

10.3.2.7 Appointment Reservation

Enables ACI to reserve an available appointment after the appointment availability calendar has been returned to ACI by USWC. USWC will return a confirmation number.

10.3.2.8 Work Order/Firm Order Completion

The work order provides the information and actions required for USWC to provision products, services and features. This transaction will also be used to cancel and change existing work orders. The information contained in a work order identifies ACI, the end user desired due date, the service being requested, the order type (only change and migration to ACI), POA (Proof of Authorization), class of service, telephone number and additional information needed to successfully provision the requested service to the end user.

Once a work order is accepted by USWC, the assigned service order number will be returned to ACI. This may not happen in real time. ACI can then use the service order number to status the work order. Firm Order Confirmation means that USWC has received the order and assigned an order number for tracking. It does not mean that edits have been applied, so errors may still exist on the order.

10.3.2.9 Status Query/Response

This transaction will allow ACI to obtain the status of a work order. USWC will return the current status, remarks and due date for specified work order.

Note: This status request is issued by ACI on demand. Real Time Order Completion and Jeopardy Notification is not proactively issued by USWC.

10.3.2.10 Order Completion Report

Provides ACI with a daily (Monday - Saturday) report, electronically, that identifies all work orders that were completed by USWC on that date. This report is called the Co-Provider Completion Report.

10.3.3. Repair

Repair functions allow ACI to report trouble with communications circuits and services provided by USWC. 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 ACI in the following functional set: open a trouble report, cancel a trouble report, send notification of status change and close a trouble report.

10.3.3.1 Verify Request

This transaction will be used to verify vertical features the end user currently owns. Technical discussions (e.g., Security) are currently ongoing within USWC as to how to provide this capability.

10.3.3.2 Open Trouble Report

Gives ACI the capability to open a TR with USWC.

10.3.3.3 Open Trouble Report Response

Gives ACI the capability to the Open TR request and contains information about the TR that ACI needs to track or to convey to ACI's end user.

10.3.3.4 Completion Notification

Provides notification to ACI that a TR has been closed because the trouble was resolved.

10.3.3.5 Cancel Trouble Report Instruction

Allows ACI to cancel a previously opened TR.

10.3.3.6 Status Change Notification

Provides notification to ACI that the status of a previously opened TR has changed.

10.4 Billing Interfaces

USWC offers interfaces for the exchange of several types of billing data:

- Monthly Billing Information,
- Daily Usage Data,
- Local Account Maintenance Report,
- Centralized Message Distribution System (CMDS) messages,
- Routing of in-region intraLATA collect, calling card, and third number billed messages.

10.4.1 Monthly Billing Information

Includes all connectivity charges, credits, and adjustments related to network elements and USWC-provided local service.

10.4.2 Daily Usage Data

The accumulated set of call information for a given day as captured, or "recorded," by the network switches. USWC will provide this data to ACI 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.

10.4.3 Local Account Maintenance Report

The list of phone numbers to which the carrier is no longer providing service since the last report.

10.4.4 Centralized Message Distribution System ("CMDS")

Distribution of CMDS messages for ACI end users.

10.4.5 Routing of In-region IntraLATA Collect, Calling Card, and Third Number Billed Messages

USWC will distribute in-region intraLATA collect, calling card, and third number billed messages to ACI 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 the records for these types of calls as well.

10.5 Compensation

10.5.1 Compensation for OSS access will consist of an initial access fee which will be determined based on the specific access engineered and implemented for ACI and is a function of the numbers of ACI business office and repair service representatives accessing the system. The fee will include costs for hardware (if purchased through USWC), software (which must be purchased through USWC), telecommunications links and labor incurred to establish the interfaces to USWC's OSS for ACI. The costs will be substantiated by purchasing invoices for the communications and computing hardware and software, and by time reports for the labor expended in their design and implementation. Labor will be billed at the prevailing rates for contract labor for similar services. USWC will bill ACI in a nondiscriminatory manner for OSS based on approved prices. USWC will work cooperatively with ACI to establish a payment schedule for true-up of OSS prices from the time OSS is established to the time OSS is approved.

10.5.2 The ongoing charge will be billed at a rate to be specified by the Commission at the completion of an appropriate cost study hearing.

11. RESALE

11.1 Description

11.1.1 USWC Basic Exchange Telecommunications Service and Basic Exchange Switched Features (as defined in Section 3) and IntraLATA Toll originating from USWC exchanges will be available for resale from USWC pursuant to the Act and will reference terms and conditions (except prices) in USWC tariffs, where applicable. Appendix A lists services which are available for resale under this Agreement and applicable discounts.

11.1.2 The Parties agree that, at this time, certain USWC services are not available for resale under this Agreement and certain other USWC services are available for resale but at no discount, as identified in Appendix A or in individual state tariffs. The availability of services and applicable discounts identified in Appendix A or in individual tariffs are subject to change pursuant to the Rates and Charges sub-section of this Resale section.

- 11.1.3 The scope of restrictions in 11.1.1 and 11.1.2 are subject to the state rules and decisions.

11.2 Scope

- 11.2.1 Basic Exchange Telecommunications Service, Basic Exchange Switched 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 USWC sells such services e.g., residence service may not be resold to business end users.
- 11.2.2 USWC shall provide to ACI services for resale that are equal in quality, subject to the same conditions (including the conditions in USWC's effective tariffs), within provisioning time intervals that are substantially equal to the intervals USWC provides these services to others, including its end users, and in accordance with any applicable state Commission service quality standards, including standards a state Commission may impose pursuant to Section 252 (e)(3) of the Act.

11.3 Ordering and Maintenance

- 11.3.1 ACI, or ACI'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. ACI shall make it clear to its end users that they are end users of ACI for resold services. ACI's end users contacting USWC will be instructed to contact ACI; however, nothing in this Agreement, except as provided below, shall be deemed to prohibit USWC from discussing its products and services with ACI's end users who call USWC for any reason.
- 11.3.2 ACI shall transmit to USWC all information necessary for the installation (billing, listing and other information), repair, maintenance and post-installation servicing according to USWC's standard procedures, as described in the USWC resale operations guide that will be provided to ACI. When USWC's end user or the end user's new service provider discontinues the end user's service in anticipation of moving to another service provider, USWC will render its closing bill to the end user effective with the disconnection. If USWC is not the local service provider, USWC will issue a bill to ACI for that portion of the service provided to ACI should ACI's end user, a new service provider, or ACI request service be discontinued to the end user. USWC will notify ACI by FAX, OSS, or other processes when an end user moves to another service provider. USWC will not provide ACI with the name of the other Reseller or service provider selected

by the end user. The Parties agree that they will not transfer to each other their respective end users whose accounts are in arrears. The Parties further agree that they will work cooperatively together to develop the standards and processes applicable to the transfer of such accounts.

11.3.3 ACI shall provide USWC and USWC shall provide ACI with points of contact for order entry, problem resolution and repair of the resold services.

11.3.4 Prior to placing orders on behalf of the end user, ACI shall be responsible for obtaining and have in its possession Proof of Authorization ("POA"). POA shall consist of documentation acceptable to USWC of the end user's selection of ACI. Such selection may be obtained in the following ways:

11.3.4.1 The end user's written Letter of Authorization or LOA.

11.3.4.2 The end user's electronic authorization by use of an 800 number,

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

11.3.4.4 A prepaid returnable postcard supplied by ACI which has been signed and returned by end user. ACI will wait fourteen (14) business days after mailing the postcard before placing an order to change.

11.3.5 ACI shall make POAs available to USWC upon request. Prior to placing orders that will disconnect a line from another Reseller's account ACI is responsible for obtaining all information needed to process the disconnect order and re-establish the service on behalf of the end user. Should an end user dispute or a discrepancy arise regarding the authority of ACI to act on behalf of the end user, ACI is responsible for providing written evidence of its authority to USWC within three (3) business days. If there is a conflict between the end user designation and ACI's written evidence of its authority, USWC shall honor the designation of the end user and change the end user back to the previous service provider. If ACI does not provide the POA within three (3) business days, or if the end user disputes the authority of the POA, then the ACI must, by the end of the third business day:

11.3.5.1 notify USWC to change the end user back to the previous Reseller or service provider, and

- 11.3.5.2 provide any end user information and billing records ACI has obtained relating to the end user to the previous Reseller, and
 - 11.3.5.3 notify the end user and USWC that the change has been made, and
 - 11.3.5.4 remit to USWC a charge of \$100.00 ("slamming charge") as compensation for the change back to the previous Reseller or service provider.
- 11.3.6 If an end user is switched from ACI back to USWC and there is a dispute or discrepancy with respect to such change in service provider, ACI may request to see a copy of the POA which USWC has obtained from the end user to effectuate a return to USWC as the end user's service provider. If USWC is unable to produce a POA within three (3) business days, USWC shall change the end user back to ACI (or other previous Reseller) without imposition of any Customer Transfer Charge.
- 11.3.7 ACI 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.
- 11.3.8 When end users switch from USWC to ACI, or to ACI 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. USWC shall take no action to prevent ACI end users from retaining their current telephone numbers.
- 11.3.9 ACI and USWC will employ the procedures for handling misdirected repair calls as specified in the Coordinated Repair Calls section of this Agreement.

11.4 ACI Responsibilities

- 11.4.1 ACI must send USWC complete and accurate end-user listing information for Directory Assistance, Directory Listings, and 911 Emergency Services using USWC's resale order form and process. ACI must provide to USWC accurate end-user information to ensure appropriate listings in any databases in which USWC is required to retain and/or maintain end-user information. USWC assumes no liability for the accuracy of information provided by ACI.

11.4.2 ACI may not reserve blocks of USWC telephone numbers, except as allowed by tariffs.

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

11.4.4 In accordance with the Act, ACI will indicate the date it will offer to residential and business subscribers telephone exchange services. ACI will provide a three year forecast within ninety (90) business days of signing this Agreement. During the first year of the term of this Agreement, the forecast shall be updated and provided to USWC on a quarterly basis. Thereafter, during the term of this Agreement ACI will provide updated forecasts from time to time, as requested by USWC. 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
- ACI's anticipated order volume
- ACI's key contact personnel

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

11.4.5 In the event USWC terminates the provisioning of any resold services to ACI for any reason, including disconnection of ACI for failure to make payment as required herein, ACI shall be responsible for providing any and all necessary notice to its end users of the termination. In no case shall USWC be responsible for providing such notice to ACI's end users. USWC will provide notice to ACI of USWC's termination of a resold service on a timely basis consistent with Commission rules and notice requirements.

11.5 Rates and Charges

11.5.1 Resold services as listed in Appendix A are available for resale at the applicable discount percentage or rate per minute set forth in Appendix A or at the retail tariff rates for services available for

resale but excluded from the wholesale pricing arrangement in this Agreement.

However, state Commissions may do any of the following (collectively referred to hereinafter as "Order") during the term of this Agreement:

- establish wholesale discount rates through decisions in arbitration, interconnection and/or resale cost proceedings;
- establish other recurring and nonrecurring rates related to resale, including but not limited to Customer Transfer Charges and Slamming Charges ("Other Resale Charges"); and
- order that certain services be made available for resale at specified wholesale discount rates.

If a state Commission orders services to be available for resale, the Parties agree that they will, on a state-by-state basis, revise Appendix A to incorporate the services determined by such Order into this Agreement, effective on the date ordered by a Commission. When a state Commission, through a decision in arbitration, identifies services that must be available for resale at wholesale discount rates, such decision shall be deemed to have defined that such services are generally available to Resellers in that state. If a state Commission establishes wholesale discount rates and Other Resale Charges to be made generally available to Resellers or establishes a resale tariff, the Parties agree that they will, on a state-by-state basis, revise Appendix A to incorporate such wholesale discount rates and/or Other Resale Charges into this Agreement effective on the date ordered by a Commission; provided, however, that USWC shall have a reasonable time to implement system or other changes necessary to bill the Commission ordered rates or charges.

The rates for those resold services initially included in the wholesale pricing arrangement under this Agreement shall be subject to true-up to the wholesale discount rates established by a Commission Order making such rates generally available to Resellers or established by a resale tariff, retroactively to the effective date of this Agreement. Any true-up shall be on a service-by-service basis if wholesale discount rates are established by a Commission on such a basis.

Services excluded from the wholesale pricing arrangement under this Agreement as identified in Appendix A, shall be made available on a going forward basis from the date of a Commission Order that orders such services be made generally available to any Reseller in the state where such a Commission Order is issued. Such services shall be available at the discount rate

applicable to basic exchange business service identified in Appendix A; provided, however, that when a Commission Order establishes wholesale discount rates for such services as generally available to Resellers, Appendix A shall be revised to incorporate the wholesale discount rates generally available to Resellers.

If a state Commission fails to issue such an Order or make effective such a tariff by the end of the first year of this Agreement, either USWC or ACI may elect to renegotiate this Section of the Agreement.

- 11.5.2 If the resold services are purchased pursuant to Tariffs and the Tariff rates change, charges billed to ACI for such services will be based upon the new Tariff rates less the applicable wholesale discount as agreed to herein or established by resale Tariff. The new rate will be effective upon the Tariff effective date.
- 11.5.3 A Customer Transfer Charge (CTC) as specified in Appendix A applies when transferring any existing account or lines to ACI. Tariffed, non-recurring charges will apply to new installations.
- 11.5.4 A Subscriber Line Charge (SLC) will continue to be paid by ACI 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.
- 11.5.5 ACI will pay to USWC the PIC change charge without discount associated with ACI end user changes of inter-exchange or intraLATA carriers.
- 11.5.6 ACI agrees to pay USWC 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 Appendix A as such may be amended pursuant to Section 11.5.1 above (e.g., continuous redial, last call return, call back calling, call trace, etc.).
- 11.5.7 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; provided however, that any loop facilities serving Co-Provider's end-user(s) at the time of the end-user(s) switch to Co-Provider shall be considered "existing" and "capable" to allow Co-Provider to offer resold services to that end-user(s). However, if ACI requests that facilities be constructed or enhanced to provide resold services, USWC will review such requests on a case-by-case basis and determine, in its sole discretion, if it is economically feasible for USWC to build or enhance facilities. If USWC decides to build or

enhance the requested facilities, USWC will develop and provide to ACI a price quote for the construction. If the quote is accepted, ACI will be billed the quoted price and construction will commence after receipt of payment.

11.5.8. Nonrecurring charges will not be discounted and will be billed at the applicable Tariff rates.

11.5.9 As a part of the resold line, USWC provides and ACI accepts, at this time, operator services, directory assistance, and intraLATA long distance with standard USWC branding. ACI 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 USWC. However, at the request of ACI and where technically feasible, USWC will rebrand operator services and directory assistance in ACI's name, provided the costs associated with such rebranding are paid by ACI.

11.6 Collateral and Training

The Parties will jointly develop procedures regarding ACI's use of USWC's retail product training materials. Except for any rights granted by USWC to ACI for the use or copying of product training material, product training provided under this Agreement shall be considered "Proprietary Information" as described in this Agreement, and shall be subject to the terms and conditions specified therein.

11.7 Directory Listings

USWC will accept at no charge one primary listing for each main telephone number belonging to ACI's end user based on end user information provided to USWC by ACI. USWC will place ACI's listings in USWC's directory listing database for directory assistance purposes and will make listings available to directory publishers and to other third parties. Additional terms and conditions with respect to directory listings are described in the Ancillary Services and Arrangements section of this Agreement.

11.8 Billing

11.8.1. USWC shall bill ACI and ACI is responsible for all applicable charges for the resold services as provided herein. ACI shall also be responsible for all tariffed charges and charges separately identified in this Agreement associated with services that ACI resells to an end user under this Agreement.

11.8.2 USWC shall provide ACI, on a monthly basis, within 7-10 business days of the last day of the most recent billing period, in an agreed upon standard electronic billing format, billing

information including (1) a summary bill, and (2) individual end user sub-account information consistent with the samples provided to ACI for ACI to render end user bills indicating all recurring and nonrecurring charges associated with each individual end user's account for the most recent billing period.

11.9 Deposit

11.9.1 USWC may require ACI to make a suitable deposit to be held by USWC as a guarantee of the payment of charges. Any deposit required of an existing Reseller is due and payable within ten business days after the requirement is imposed. The amount of the deposit shall be the estimated charges for the resold service which will accrue for a two-month period.

11.9.2 When the service is terminated, or when ACI has established satisfactory credit, the amount of the initial or additional deposit, with any interest due as set forth in applicable Tariffs, will, at ACI's option, either be credited to ACI's account or refunded. Satisfactory credit for a Reseller is defined as twelve consecutive months service as a Reseller without a termination for nonpayment and with no more than one notification of intent to terminate service for nonpayment. Interest on the deposit shall be accumulated by USWC at a rate equal to the federal discount rate, as published in the Wall Street Journal from time to time.

11.10 Payment

11.10.1 Amounts payable under this Resale Section are due and payable within thirty (30) calendar days after the bill date of USWC's invoice. During the initial three billing cycles of this Agreement, ACI and USWC agree that undisputed amounts shall be paid as provided herein. ACI and USWC further agree that, during said three billing cycle period, they will cooperate to resolve amounts in dispute or billing process issues in a timely manner but no later than sixty (60) business days after the bill date of USWC's invoice or identification and notice of the billing process issue. Disputed amounts will be paid within thirty (30) business days following resolution of the dispute.

11.10.2 After the three (3) month period outlined above, ACI will pay the bill in full within 30 calendar days after the bill date of the invoice. Billing disputes will be processed and jointly resolved. Any disputed amounts that USWC remits to ACI will be credited on the next billing cycle including an interest credit of 1.5% per month compounded.

- 11.10.3 A late payment charge of 1.5% applies to all billed balances which are not paid by 30 calendar days after the bill date shown on the invoice. USWC agrees, however, that the application of this provision will be suspended for the initial three billing cycles of this Agreement and will not apply to amounts billed during those three cycles.
- 11.10.4 USWC may discontinue processing orders for the failure by ACI to make full payment for the resold services provided under this Agreement within thirty (30) calendar days of the due date on ACI's bill. USWC agrees, however, that the application of this provision will be suspended for the initial three billing cycles of this Agreement and will not apply to amounts billed during those three cycles.
- 11.10.5 USWC may disconnect for the failure by ACI to make full payment for the resold services provided under this Agreement within sixty (60) calendar days of the due date on ACI's bill. ACI will pay the Tariff charge required to reconnect each end user line disconnected pursuant to this paragraph. USWC agrees, however, that the application of this provision will be suspended for the initial three billing cycles of this Agreement and will not apply to amounts billed during those three cycles.
- 11.10.6 Collection procedures and the requirements for deposit are unaffected by the application of a late payment charge.
- 11.10.7 USWC shall credit ACI's account the amount due for any trouble or out-of-service conditions in the same manner that USWC credits the accounts of its own end users and pursuant to any applicable provisions in USWC's Tariffs. USWC shall reflect the amount of such credits on an individual end user telephone number basis in the billing information USWC provides ACI.
- 11.10.8 In the event billing disputes relate to service quality issues, the dispute shall be referred to the USWC account executive assigned to ACI who will evaluate the facts and circumstances of the service quality issues and will work with ACI to resolve the dispute.

12. ACCESS TO TELEPHONE NUMBERS

12.1 Number Resources Arrangements.

- 12.1.1 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 (last published by the Industry Numbering Committee ("INC") as INC 95-0407-008, Revision 4/19/96, formerly ICCF 93-0729-010).

- 12.1.2 To the extent USWC serves as Central Office Code Administrator for a given region, USWC will support all ACI requests related to central office (NXX) code administration and assignments in the manner required and consistent with the Central Office Code Assignment Guidelines.
- 12.1.3 The Parties will comply with code administration requirements as prescribed by the Federal Communications Commission, the Commission, and accepted industry guidelines.
- 12.1.4 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) guidelines to recognize and route traffic to the other Party's assigned NXX codes at all times. 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.
- 12.1.5 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.
- 12.1.6 Until an impartial entity is appointed to administer telecommunications numbering and to make such numbers available on an equitable basis, USWC will assign NXX codes to ACI in accordance with national guidelines at no charge.
- 12.1.7 Each Party is responsible for administering NXX codes assigned to it. Each Party is responsible for obtaining LERG listings of CLLI codes assigned to its switches. Each Party shall use the LERG published by Bellcore or its successor for obtaining routing information and shall provide all required information to Bellcore for maintaining the LERG in a timely manner.

13. 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.

14. U S WEST DEX ISSUES

USWC and ACI agree that certain issues, such as yellow page advertising, directory distribution, access to call guide pages, yellow page listings, will be the subject of negotiations between ACI and directory publishers, including U S WEST Dex. USWC acknowledges that ACI may request USWC to facilitate discussions between ACI and U S WEST Dex.

15. ACCESS TO DATABASES

In accordance with Section 271 of the Act, USWC shall provide ACI with interfaces to access USWC's databases and associated signaling necessary for the routing and completion of ACI traffic. Except where otherwise specified, access to such databases, and the appropriate interfaces, shall be requested by ACI via a Bona Fide Request.

16. NOTICE OF CHANGES

If a Party makes a change in its network which it believes will materially affect the inter-operability of its network with the other Party, the Party making the change shall provide advance notice of such change to the other Party in accordance with the applicable FCC regulations.

17. REFERRAL ANNOUNCEMENT

When an end user changes from USWC to ACI, or from ACI to USWC, 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.

18. COORDINATED REPAIR CALLS

18.1 ACI and USWC will employ the following procedures for handling misdirected repair calls;

18.1.1 ACI and USWC will provide their respective end users with the correct telephone numbers to call for access to their respective repair bureaus.

18.1.2 End users of ACI shall be instructed to report all cases of trouble to ACI. End users of USWC shall be instructed to report all cases of trouble to USWC.

18.1.3 To the extent the correct provider can be determined, misdirected repair calls will be referred to the proper provider of Basic Exchange Telecommunications Service.

- 18.1.4 ACI and USWC will provide their respective repair contact numbers to one another on a reciprocal basis.
- 18.1.5 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. Either Party may respond with accurate information in answering end user questions.

19. BONA FIDE REQUEST PROCESS

- 19.1 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). USWC shall use the BFR Process to determine the terms and timetable for providing the requested Interconnection or access to unbundled Network Elements, if available, and the technical feasibility of new/different points of Interconnection. USWC will administer the BFR Process in a non-discriminatory manner.
- 19.2 A BFR shall be submitted in writing and on the appropriate USWC form for BFRs. The Parties will work together to prepare the BFR form. The form will request, and ACI 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, ACI 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 ACI to provide the services that it seeks to offer, and that ACI'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, ACI 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 ACI.
- 19.3 Within two (2) business days of its receipt, USWC shall acknowledge receipt of the BFR and in such acknowledgment advise ACI of missing information, if any, necessary to process the BFR. Thereafter, USWC shall promptly advise ACI of the need for any additional information that will facilitate the analysis of the BFR. The Parties may mutually agree to conference calls or face-to-face meetings at mutually agreeable times to discuss information necessary to process the BFR. USWC will consider any previous BFRs in the evaluation of the BFR in progress

to make best efforts to shorten response times and, to the extent possible, avoid duplicate work. USWC will provide BFR status to ACI every ten (10) business days.

- 19.4 Within 30 calendar days of its receipt of the BFR and all information necessary to process it, USWC shall provide to ACI a preliminary analysis of the BFR. The preliminary analysis shall specify USWC'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.
- 19.4.1 If USWC determines during the 30 day period that a BFR does not qualify as a Network Element or Interconnection that is required to be provided under the Act, USWC shall advise ACI as soon as reasonably possible of that fact, and USWC shall promptly, but in no case later than ten calendar days after making such a determination, provide a written report setting forth the basis for its conclusion.
- 19.4.2 If USWC determines during the thirty day period that the BFR qualifies under the Act, it shall notify ACI in writing of such determination within ten calendar days.
- 19.4.3 As soon as feasible, but in any case within 90 calendar days after USWC notifies ACI that the BFR qualifies under the Act, USWC shall provide to ACI 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. Additionally, USWC shall notify ACI of any laboratory testing, field testing, or joint field testing that may be required for technical feasibility. As needed, the Parties will mutually agree to test schedules. Testing costs will be identified.
- 19.5 A BFR quote will remain valid for thirty (30) calendar days. Minimum volume and term commitments may be applicable. Upon thirty (30) calendar days, ACI must advise USWC, in writing, to cancel, proceed, or invoke dispute resolution as described in this Agreement.
- 19.6 ACI may cancel the BFR request any time. USWC reserves the right to bill reasonable cancellation charges. ACI will pay USWC reasonable development costs incurred in providing the Interconnection or Network Element to the extent that those development costs are not otherwise amortized. Volume and term commitments will be considered.

- 19.7 If either Party believes that the other Party is not requesting, negotiating or processing 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.

20. AUDIT PROCESS

- 20.1 "Audit" shall mean the comprehensive review of:

- 20.1.1 Data used in the billing process for services performed and facilities provided under this Agreement; and
- 20.1.2 Data relevant to provisioning and maintenance for services performed or facilities provided by either of the Parties for itself or others that are similar to the services performed or facilities provided under this Agreement for Interconnection or access to unbundled elements.

- 20.2 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:

- 20.2.1 Either Party may request to perform an Audit.
- 20.2.2 The Audit shall occur upon 30 business days written notice by the requesting Party to the non-requesting Party.
- 20.2.3 The Audit shall occur during normal business hours.
- 20.2.4 There shall be no more than one Audit requested by each Party under this Agreement in any 12-month period.
- 20.2.5 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.
- 20.2.6 The location of the Audit shall be the location where the requested records, books and documents are retained in the normal course of business.
- 20.2.7 All transactions under this Agreement which are over 24 months old will be considered accepted and no longer subject to Audit.

- 20.2.8 Each Party shall bear its own expenses occasioned by the Audit, provided that the expense of any special data collection shall be borne by the requesting Party.
- 20.2.9 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.
- 20.2.10 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.
- 20.2.11 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).
- 20.3 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, ACI and USWC 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.

21. AUDIOTEXT AND MASS ANNOUNCEMENT SERVICES

- 21.1 The Parties agree that access to the audiotext, mass announcement and information services of each Party should be made available to the other Party upon execution of an agreement defining terms for billing and compensation of such calls. Services included in this category include 976 calls, if available, whether flat rated or usage sensitive, intra-LATA 900 services and other intra-LATA 976-like services. Such calls will be routed over the Local Interconnection Trunks.
- 21.2 ACI and USWC will work together in good faith to negotiate and execute the agreement for billing and compensation for these services. The Parties agree that their separate agreement on audiotext and mass announcement services will include details concerning the creation, exchange and rating of records, all of which will occur without any explicit charge between the Parties, as well as a

process for the handling of uncollectables so that the originating Party does not have any responsibility for uncollectables.

21.3 Until such time that such an agreement is executed, ACI may choose to block such calls, or ACI will agree to back-bill and compensate retroactively for such calls once the subsequent agreement is executed retroactive to the effective date of this Agreement.

21.3.1 Usage Sensitive Compensation.

All audiotext and mass announcement calls shall be considered toll calls for purposes of reciprocal compensation between the Parties. Compensation will be paid based on the compensation for toll calls referenced in this Agreement with respect to reciprocal compensation between the Parties, except that such compensation shall be paid by the Party terminating the call, rather than the Party originating the call.

21.3.2 Billing and Collection Compensation.

Billing and collection compensation will be dealt with in the separate agreement referenced in this section.

22. LOCAL INTERCONNECTION DATA EXCHANGE FOR BILLING

- 22.1 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.
- 22.2 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.
- 22.3 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.
- 22.4 Non-ICS revenue is defined as collect calls, calling card calls, and billed to third number calls which originate on one service provider's network and terminate on another service provider's network in the same Local Access Transport Area ("LATA"). 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 the CMDS system can be used to transport the call records for this traffic.

- 22.5 Both Parties will provide the appropriate call records to the intraLATA Toll Free Service provider, thus permitting the service provider to bill its subscribers 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.

23. CONSTRUCTION CHARGES

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

23.2 Resale

Construction charges associated with the resale of services will be applied in the same manner that construction charges apply to USWC's retail end users. Contracts may be negotiated on an individual case basis when construction is required for large retail or resale customers.

23.3 LIS and Interoffice Transport

To the extent that USWC constructs facilities for LIS services and/or interoffice transport, ACI will provide USWC with a forecast of interoffice trunks and switch ports. USWC will perform a validated traffic engineering estimate based on the forecasted demand and will then negotiate an agreed upon quantity of interoffice trunks and switch ports with ACI before constructing facilities. If ACI's forecasted quantity exceeds USWC's validated traffic engineering estimate, and if USWC finds it necessary to construct added facilities, then construction charges will apply to the exceeded quantity. USWC will track utilization of trunks, and when minimum trunk utilization requirements are not met, a recurring charge will apply for all unused trunks below the minimum utilization level.

23.4 Unbundled Network Elements

USWC will conduct an individual financial assessment of any request which requires construction of network capacity, facilities, or space for access to or use of unbundled Network Elements. If USWC constructs to fulfill ACI's request for unbundled Network Elements, USWC will bid this construction on a case-by-case basis. USWC will charge for the construction through non-recurring charges and a term agreement for the remaining recurring charge.

- 23.5 All necessary construction will be undertaken at the discretion of USWC, consistent with budgetary responsibilities, consideration for the impact on the general body of end users, and without discrimination among the various carriers.
- 23.6 A quote for ACI's portion of a specific job will be provided to ACI. The quote will be in writing and will be binding for ninety (90) business days after the issue date. When accepted, ACI will be billed the quoted price and construction will commence after receipt of payment. If ACI chooses not to have USWC construct the facilities, USWC reserves the right to bill ACI for the expense incurred for producing the engineered job design.
- 23.7 In the event a construction charge is applicable, ACI's service application date will become the date upon which USWC receives the required payment.

24. SERVICE PERFORMANCE RESULTS

- 24.1 USWC agrees to provide to ACI the same level of service that USWC provides to itself and/or its affiliates as determined by measuring and comparing a statistically significant number of activities listed below.
- 24.1.1 For those services procured by ACI and unless otherwise noted below, USWC shall measure its results and those of its affiliates as a percentage. USWC shall also measure the percentage results of ACI.
- ACI agrees to measure its performance related to these performance indicators in providing service to USWC.
- 24.1.2 In some instances, USWC may not provide the listed service to itself or its affiliates. If USWC does not provide a statistically significant number of a listed activity for itself or its affiliates, USWC will provide data which will allow comparison between ACI's performance results and the average performance results of the same performance indicator for a statistically significant number of total activities provided to all other Co-Providers within the state in which the service was provided.
- 24.1.3 In no event shall percentage results be provided if the number of measured activities is less than a statistically significant universe of fewer than sixty (60) activities during the time period of measurement.
- 24.1.4 The list of performance indicators to be measured are as follows:

Resale Indicators

Residence Installation Intervals Offered (Facilities in Place)
Business Installation Intervals Offered (Facilities in Place)
Firm Order Confirmations within 48 hours (DS0) (Facilities in Place)
Firm Order Confirmations within 48 hours (DS1) (Facilities in Place)
Firm Order Confirmations within 48 hours (DS3) (Facilities in Place)
Firm Order Confirmations within 48 hours (Switched) (Facilities in Place)

Average Installation Intervals Delivered (Residence) (Facilities in Place) (Days and Hours)
Average Installation Intervals Delivered (Business) (Facilities in Place) (Days and Hours)
Average Installation Intervals Delivered (DS0) (Facilities in Place) (Days and Hours)
Average Installation Intervals Delivered (DS1) (Facilities in Place) (Days and Hours)
Average Installation Intervals Delivered (DS3) (Facilities in Place) (Days and Hours)
Average Installation Intervals Delivered (Switched) (Facilities in Place) (Days and Hours)

Residence Installation Commitments Met (Facilities in Place)
Business Installation Commitments Met (Facilities in Place)
Designed Installation Commitments Met (DS0) (Facilities in Place)
Designed Installation Commitments Met (DS1) (Facilities in Place)
Designed Installation Commitments Met (DS3) (Facilities in Place)
Designed Installation Commitments Met (Switched) (Facilities in Place)
Co-Provider-caused Installation Misses

Residence Disconnect Commitments Met
Business Disconnect Commitments Met

Residence Installation Reports (Repair Report After Installation) Within 7 Business Days
Business Installation Reports (Repair Report After Installation) Within 7 Business Days
Designed Installation Reports (Repair Report After Installation) Within 30 Business Days (DS0)
Designed Installation Reports (Repair Report After Installation) Within 30 Business Days (DS1)
Designed Installation Reports (Repair Report After Installation) Within 30 Business Days (DS3)
Designed Installation Reports (Repair Report After Installation) Within 30 Business Days (Switched Access)

Residence Percent Out of Service Cleared < 24 hours
Business Percent Out of Service Cleared in < 24 hours
Designed Percent Out of Service Cleared < 4 hours (DS0)
Designed Percent Out of Service Cleared in < 4 hours (DS1)
Designed Percent Out of Service Cleared < 4 hours (DS3)
Designed Percent Out of Service Cleared in < 4 hours (Switched)

Residence Percent Out of Service and Service Affecting Cleared < 48 hours
Business Percent Out of Service and Service Affecting Cleared < 48 hours

Residence Repair Commitments Met
Business Repair Commitments Met

Residence Repair Repeated Reports Within 30 Business Days

Business Repair Repeated Reports Within 30 Business Days
Designed Repair Repeated Reports Within 30 Business Days (DS0)
Designed Repair Repeated Reports Within 30 Business Days (DS1)
Designed Repair Repeated Reports Within 30 Business Days (DS3)
Designed Repair Repeated Reports Within 30 Business Days (Switched)

Residence Report Rate per 100 Lines
Business Report Rate per 100 Lines
Co-Provider-caused Trouble Reports

Unbundled Loop Indicators

Firm Order Confirmations Within 48 hours (Facilities in Place) 2 Wire
Firm Order Confirmations Within 48 hours (Facilities in Place) 4 Wire
Average Installation Intervals Delivered (Facilities in Place) 2 Wire (Days and Hours)
Average Installation Intervals Delivered (Facilities in Place) 4 Wire (Days and Hours)
Percent Installation Commitments Met (Facilities in Place) 2 Wire
Percent Installation Commitments Met (Facilities in Place) 4 Wire
Installation Reports Within 30 Business Days 2 Wire
Installation Reports Within 30 Business Days 4 Wire
Percent Out of Service Cleared in < 24 hours 2 Wire
Percent Out of Service Cleared in < 24 hours 4 Wire
Percent Out of Service and Service Affecting Cleared in < 48 hours 2 Wire
Percent Out of Service and Service Affecting Cleared in < 48 hours 4 Wire
Mean Time to Restore 2 Wire
Mean Time to Restore 4 Wire
Repair Repeated Reports Within 30 Business Days 2 Wire
Repair Repeated Reports Within 30 Business Days 4 Wire

LIS Trunk Indicators

Firm Order Confirmations Within Six Business Days (Facilities in Place)
Average Installation Intervals Delivered (Facilities in Place) (Days and Hours)
Installation Commitments Met (Facilities in Place)
Installation Reports Within 30 Business Days
Out of Service Cleared in < 4 hours
Repair Repeated Reports Within 30 Business Days
Co-Provider-caused Trouble Reports

- 24.2 Failure to Meet the Service Standard. If during a specified review period, the performing Party fails to deliver the same level of service that it provides to itself, such Party will use its best efforts to meet the service standard for the next specified review period. If the performing Party fails to meet the service standard for two consecutive periods, the Parties agree, in good faith, to attempt to resolve such issues through negotiation or pursuant to the Dispute Resolution section of this Agreement. This paragraph shall not be construed to waive either Party's right to seek legal or regulatory intervention as provided by state or federal law.
- 24.3 The performing Party's failure to meet the service standard cannot be as a result, directly or indirectly, of a Delaying Event. A "Delaying Event" means (a) a failure by the receiving Party to perform any of its obligations set forth in this Agreement, (b) any delay, act or failure to act by an end user, agent or subcontractor of the receiving Party or (c) any Force Majeure Event. If a Delaying Event prevents the performing Party from performing a measured

activity, then such measured activity shall be excluded from the calculation of the performing Party's compliance with the service standard.

24.4 **Records.** Each Party shall maintain complete and accurate records, for the specified review period of its performance under this Agreement for each measured activity and its compliance with the service standard. Each Party shall provide to the other such records 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 "Proprietary Information".

24.5 **Cost Recovery.** Each Party reserves the right to recover the costs associated with the creation of the above reports and standards 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.

25. IMPLEMENTATION SCHEDULE

25.1 Within six months from the date of final approval of this Agreement, the Parties agree to make a good faith effort to complete each of the following *interconnection arrangements*:

25.1.1 Two-way trunk groups, as listed in Section 6.7.2 herein, necessary for the mutual exchange of traffic.

25.1.2 E-911 trunking and database access.

25.1.3 SS7 Interconnection and Certification.

25.1.4 Directory Listings Arrangements and Directory Assistance Interconnection.

25.1.5 Access to Unbundled Loops in at least one wire center.

25.1.6 Completion of Physical Collocation arrangements in at least one USWC Wire Center.

25.1.7 Completion of inter-carrier billing arrangements necessary for the joint provision of Switched Access Services and for reciprocal traffic exchange.

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26. MISCELLANEOUS TERMS

26.1 General Provisions

- 26.1.1 Each Party shall use its best efforts to comply with the Implementation Schedule.
- 26.1.2 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.
- 26.1.3 Each Party is solely responsible for the services it provides to its end users and to other Telecommunications Carriers.
- 26.1.4 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.

26.2 Term of Agreement

This Agreement shall become effective upon Commission approval, pursuant to Sections 251 and 252 of the Act, shall terminate on October 3, 2000, and shall be binding upon the Parties during that term, notwithstanding Section 252(i) of the Act. The Parties agree to commence negotiations on a new agreement no later than 135 calendar days prior to the termination date specified above; provided that ACI, consistent with Section 252(i) of the Act, may opt into a then-existing, valid interconnection agreement, in its entirety, at the conclusion of the term of this Agreement. In the event that negotiations are not concluded as of the termination date specified above, the window of opportunity to file for arbitration to resolve outstanding contractual issues in accordance with the Act, will open upon the termination date specified above.

26.3 Payment

- 26.3.1 Amounts payable under this Agreement are due and payable within thirty (30) business days after the date of invoice.
- 26.3.2 Except as specified in the Resale section of this Agreement or elsewhere in this Agreement, any amount due and not paid by the due date stated above shall be subject to a late charge equal to either i) 0.03 percent per day compounded daily for the number of calendar days from the payment due date to and including, the date of payment, that would result in an annual percentage rate of 12% or ii) the highest lawful rate, whichever is less. If late payment charges for services are not permitted by local jurisdiction, this provision shall not apply.

- 26.3.3 Should ACI dispute any portion of the monthly billing under this Agreement, ACI will notify USWC in writing within thirty (30) business days of the receipt of such billing, identifying the amount and details of such dispute. ACI shall pay all amounts due. Both ACI and USWC 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 found in ACI's favor, USWC will reimburse ACI the resolved amount plus interest from the date of payment at the late payment factor of the Intrastate Access Service Tariffs, General Regulations for the state in which the service is rendered.
- 26.3.4 If ACI is repeatedly delinquent in making its payments, USWC may, in its sole discretion, require a deposit to be held as security for the payment of charges. "Repeatedly delinquent" means being thirty (30) business 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 cash deposit, a letter of credit with terms and conditions acceptable to USWC in its sole discretion, or some other form of mutually acceptable security.
- 26.3.5 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 ACI's account or refunded, as appropriate, upon the earlier of the termination of this Agreement or one full year of timely payments in full by ACI. The fact that a deposit has been made does not relieve ACI from any requirements of this Agreement.

26.4 Taxes

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

26.5 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"). 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.

26.6 Limitation of Liability

- 26.6.1 Each Party shall be liable to the other for direct damages, as described in this section, 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.
- 26.6.2 Except for indemnity obligations, each Party's liability to the other Party for any loss relating to or arising out of any negligent 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 negligent or breaching Party for the service(s) or function(s) not performed or improperly performed.
- 26.6.3 Neither Party shall be liable to the other under this Agreement 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.
- 26.6.4 Nothing contained in this Section shall limit either Party's liability to the other for intentional, malicious misconduct.
- 26.6.5 Nothing contained in this Section shall limit either Party's obligations of indemnification as specified in the Indemnity Section of this Agreement.

26.7 Indemnity

26.7.1 With respect to third party claims, 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.

26.7.2 The indemnification provided herein shall be conditioned upon:

26.7.2.1 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.

26.7.2.2 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.

26.7.2.3 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.

26.8 Intellectual Property

26.8.1 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.

- 26.8.2 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.
- 26.8.3 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.
- 26.8.4 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. ACI may not use any patent, copyright, logo, trademark, tradename, trade secret or other intellectual property right of USWC or its affiliates without execution of a separate agreement between the Parties.
- 26.8.5 ACI shall not, without the express written permission of USWC, state or imply that: 1) ACI is connected, or in any way affiliated with USWC or its affiliates, 2) ACI is part of a joint business association or any similar arrangement with USWC or its affiliates, 3) USWC and its affiliates are in any way sponsoring, endorsing or certifying ACI and its goods and services, or 4) with respect to ACI advertising or promotional activities or materials, that the resold goods and services are in any way associated with or originated from USWC or any of its affiliates. Nothing in this paragraph shall prevent ACI from truthfully describing the Network Elements it uses to provide service to its end users.

- 26.8.6 For purposes of resale only and notwithstanding the above, unless otherwise prohibited by USWC pursuant to an applicable provision herein, ACI may use the phrase "ACI is a reseller of U S WEST Communications services" (the "Authorized Phrase") in ACI's printed materials provided:
- 26.8.6.1 The Authorized Phrase is not used in connection with any goods or services other than USWC services resold by ACI.
 - 26.8.6.2 ACI's use of the Authorized Phrase does not, in USWC's sole discretion, cause end users to believe that ACI is USWC.
 - 26.8.6.3 The Authorized Phrase, when displayed, appears only in text form (ACI 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 ACI's name and in no event shall exceed 8 point size.
 - 26.8.6.4 ACI shall provide all printed materials to USWC for its prior written approval.
 - 26.8.6.5 If USWC determines that ACI's use of the Authorized Phrase causes end user confusion, USWC may in its sole discretion, immediately terminate ACI's right to use the Authorized Phrase.
 - 26.8.6.6 Upon termination of ACI'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 ACI shall immediately cease any and all such use of the Authorized Phrase. ACI shall either promptly return to USWC or destroy all materials in its possession or control displaying the Authorized Phrase.
- 26.8.7 ACI 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 USWC respectively (the "Owners"). ACI recognizes that nothing contained in this Agreement is intended as an assignment or grant to ACI 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. ACI 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. ACI 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.

26.9 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.

26.10 Assignment

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 provided that each Party may assign this Agreement to a corporate affiliate or an entity under its common control or an entity acquiring all or substantially all of its assets or equity by providing prior written notice to the other Party of such assignment or transfer. 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.

26.11 Default

If either Party defaults in the payment of any amount due hereunder, or if either Party violates any other 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 legal and/or regulatory relief. 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.

26.12 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.

26.13 Severability

In accordance with Section 1 of this Agreement, if one or more of the provisions contained herein must be modified because of changes in Existing Rules or modifications to arbitration proceedings, the Parties will negotiate in good faith for replacement language. If replacement language cannot be agreed upon, either Party may seek regulatory intervention, including negotiations pursuant to Sections 251 and 252 of the Act. In all other respects, the provisions of this Agreement are not severable.

26.14 Nondisclosure

26.14.1 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 publication of directory database inclusion, 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) business 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.

26.14.1.1 "Proprietary Information" also includes information or data that is learned by one Party by virtue of the operating relationship between the Parties including while one Party is on the premises (including leased collocation space) of the other Party.

26.14.2 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.

- 26.14.3 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. Each Party shall use its best efforts to ensure that its retail operations do not have access to, know of, are permitted to obtain, are provided with, obtain disclosure about or otherwise have communicated to it any information defined as Proprietary Information.
- 26.14.4 Unless otherwise agreed, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such Proprietary Information as:
- 26.14.4.1 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
 - 26.14.4.2 is or becomes publicly known through no wrongful act of the receiving Party; or
 - 26.14.4.3 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
 - 26.14.4.4 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
 - 26.14.4.5 is disclosed to a third person by the disclosing Party without similar restrictions on such third person's rights; or
 - 26.14.4.6 is approved for release by written authorization of the disclosing Party; or
 - 26.14.4.7 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.

26.14.5 **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.

26.15 Survival

The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

26.16 Dispute Resolution

If any claim, controversy or dispute between the Parties, their agents, employees, officers, directors or affiliated agents ("Dispute") cannot be settled through negotiation, it shall be resolved by arbitration conducted by a single arbitrator engaged in the practice of law, under the then current rules of the American Arbitration Association ("AAA"). The Federal Arbitration Act, 9 U.S.C. Secs. 1-16, not state law, shall govern the arbitrability of all Disputes. 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. The prevailing Party, as determined by the arbitrator, shall be entitled to an award of reasonable attorneys' fees and costs. The arbitration shall occur in Denver, Colorado. Nothing in this Section shall be construed to waive or limit either Party's right to seek relief from the Commission or the Federal Communications Commission as provided by state or federal law.

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.

26.17 Controlling Law

This Agreement was negotiated by the Parties in accordance with the terms of the Act and the laws of the state where service is provided hereunder. It shall be interpreted solely in accordance with the terms of the Act and the applicable state law in the state where the service is provided.

26.18 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.

26.19 Responsibility for Environmental Contamination

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

26.20 Notices

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

USWC
Director - Interconnection Compliance
1801 California Street, Room 2410
Denver, Colorado 80202

Copy to:
U S WEST Law Department
General Counsel
1801 California Street, Room 5100
Denver, Colorado 80202

ACI
Eric Geis
8787 Complex Drive
Suite 200
San Diego, CA 92123

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

26.21 Responsibility of Each Party

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

transport and disposal at its own expense of all (i) substances or materials that it or its contractors or agents bring to, create or assume control over at work locations 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.

26.22 No Third Party Beneficiaries

Except as may be specifically set forth in this Agreement, 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.

26.23 Referenced Documents

All references to Sections or Appendices shall be deemed to be references to Sections of, and Appendices to, this Agreement unless the context shall otherwise require. Whenever any provision of this Agreement refers to a technical reference, technical publication, ACI practice, USWC 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, ACI practice, USWC practice, or publication of industry standards.

26.24 Publicity and Advertising

Neither Party shall publish or use any advertising, sales promotions or other publicity materials that use the other Party's logo, trademarks or service marks without the prior written approval of the other Party.

26.25 Amendment

ACI and USWC 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.

26.26 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.

26.27 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.

26.28 Cancellation Charges

Except as provided pursuant to a Network Element, Bona Fide Request, or as otherwise provided in any applicable Tariff or contract referenced herein, no cancellation charges shall apply.

26.29 Regulatory Approval

The Parties understand and agree that this Agreement will be filed with the Commission and may thereafter be filed with the FCC and shall, at all times, be subject to review by the Commission or the FCC. In the event any such review rejects any portion of this Agreement, renders it inoperable or creates any ambiguity of requirement for further amendment, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification.

26.30 Compliance

Each Party shall comply with all applicable federal, state, and local laws, rules and regulations applicable to its performance under this Agreement.

26.31 Compliance with the Communications 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.

26.32 Cooperation

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

26.33 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.

ACI, Corp.

Eric H. Geis
Signature
Eric H. Geis
Name Printed/Typed
Vice President & Secretary
Title
8/27/98
Date

U S WEST Communications, Inc.

Kathy Fleming
Signature
Kathy Fleming
Name Printed/Typed
Executive Director - Interconnect
Title
8/27/98
Date

APPENDIX A

ARIZONA

These rates reflect the final Arizona Cost Docket Rates Number U-3021-96-448 et al. In the event that ACI wishes to order an element described in this Agreement but not contained in Docket U-3021-96-448, the following will be applicable. For Interconnection, Resold Services and Unbundled Network Elements, ACI and USWC agree to use state-specified permanent rates where established, or where no state-specified permanent rate exists, the Parties agree to use the state-specified interim rates where established. Where no state-specified permanent or interim rates exist, the Parties agree to use the ordered and approved AT&T rates as interim rates until such time as the state Commission issues an order implementing approved permanent or interim rates. Where no state-specific or approved AT&T rates exist, USWC TELRIC rates will be used. Upon issuance of an order by the state Commission setting state-specified permanent rates, USWC will move ACI to such approved rates for those states and true up the amounts charged to that point under state interim rates. AT&T approved rates or USWC TELRIC rates, from the effective date of the agreement. If either state-specified interim or permanent or approved AT&T rates are later modified upon appeal, on a retroactive basis, a true up will occur. For purposes of this Agreement, "Rates" include rate structure.

1 Resale	
1.1 Services not available for Resale <ul style="list-style-type: none">• Customer Premises Equipment (separately or in a package)• Enhanced Services• Inside Wire (including installation, sale or maintenance)• USW Calling Card• Concession Service• Promotions of less than 90 days	
1.2 Except as qualified below, all USW Telecommunications Services shall be available for Resale at the following discounts: Basic Residential Line Service: 12% discount Basic Business Line Service: 18% discount All other USW Telecommunication Services: 18% discount	

<p>1.2.1 The following services are available only to the same class of customer eligible to purchase that service from USW:</p> <ul style="list-style-type: none"> • Grandfathered • Residence • Lifeline/Link-up <p>1.2.2 The following services are available for resale under this Agreement but are not included in the wholesale pricing reflected above:</p> <ul style="list-style-type: none"> • Public Access Lines • Private Line used for Special Access <p>1.2.3 IntraLATA Toll Charges -[Co-Provider] shall have its choice of obtaining USW provided intraLATA toll for resale at an 18% discount or, in Arizona, providing its own intraLATA toll. Whichever toll provisioning arrangement [Co-Provider] selects (either USW provided or intraLATA toll self provisioned by [Co-Provider]) shall apply uniformly to all lines resold by [Co-Provider].</p>			
1.3	Customer Transfer Charge		Nonrecurring
The following nonrecurring charges apply when converting a USW account to a [Co-Provider] account or when changing an end user from one Reseller to another.			
1.3.1	POTS Service, per line		
	Residence		\$5.00
	Business		\$5.00
1.3.2	Private Line Transport Services		
	First Circuit		45.08*
	Additional Circuit, per circuit, same CSR		31.19*
1.3.3	Advanced Communications Services, per circuit		50.48*
	* USW regional rate		
1.4 Product Specific Nonrecurring Charge: As set forth in USW tariffs, the product specific nonrecurring charges, discounted by 18%, will apply when additional lines or trunks are added or when the end user adds features or services to existing lines or trunks.			
2	Reciprocal Traffic Exchange		
		Recurring	Nonrecurring
2.1	Entrance Facilities		
2.1.1	DS1	\$89.42	\$256.87
2.1.2	DS3	\$357.16	\$256.87
2.2	LIS EICT		
2.2.1	DS1	\$4.28	\$256.87
2.2.2	DS3	\$14.98	\$269.78
2.3	Direct Trunked Transport	Fixed	Per Mile
			Nonrecurring

2.3.1	DS1 0 Miles	\$0	\$0	\$0
	DS1 Over 0 to 8 Miles	\$35.98	\$0.65	
	DS1 Over 8 to 25 Miles	\$35.99	\$0.94	
	DS1 Over 25 to 50 Miles	\$36.00	\$1.75	
	DS1 Over 50 Miles	\$36.00	\$1.57	
2.3.2	DS3 0 Miles	\$0	\$0	\$0
	DS3 Over 0 to 8 Miles	\$243.17	\$13.32	
	DS3 Over 8 to 25 Miles	\$246.16	\$15.90	
	DS3 Over 25 to 50 Miles	\$250.66	\$22.91	
	DS3 Over 50 Miles	\$249.26	\$22.49	
			Recurring	Nonrecurring
2.3.3	Multiplexing, DS3 to DS1		\$196.85	\$164.00
2.4	Local Traffic			
2.4.1	Call Termination			
	End office call termination, per minute of use		\$0.002800	
2.4.2	Tandem Switched Transport			
	(H)2.4.2.1 Tandem Switching, per MOU		\$0.001400	
	2.4.2.2 Tandem Transmission, per MOU, all mileage bands		\$0.000880	
2.5	Cancellation Charge (LIS Trunks)		Applicable State Switched Access Tariff	
2.6	Expedite Charge (LIS Trunks)		Applicable State Switched Access Tariff	
2.7	Construction Charges		ICB	ICB
			Recurring	Nonrecurring
2.8	Stranded Capacity Charge			
	DS1	See DS1 Direct Trunked Transport recurring charge (fixed and per mile) for 10 years.	Applicable Private Line Transport Service Tariff nonrecurring charge.	DS1
	DS3	See DS3 Direct Trunked Transport recurring charge (fixed and per mile) for 10 years.	Applicable Private Line Transport Service Tariff nonrecurring charge	DS3

2.9 Trunk Utilization Charge	See the above DS1 Direct Trunked Transport rates	
2.10 IntraLATA Toll	USW State Switched Access Tariff	
2.11 Transit Traffic		
2.11.1 Local Transit	See Tandem Switching and Tandem Transmission rates above.	
2.11.2 IntraLATA Toll	USW Switched Access Tariff	
2.11.3 Jointly Provided Switched Access	Applicable Switched Access Tariff	
3 Collocation	Recurring	Nonrecurring
3.1 All Collocation		
3.1.1 Quote Preparation Fee		2111.51
3.1.2 Collocation Entrance Facility, per fiber	1.52	1184.74
3.1.3 Collocation Entrance		
Manhole, per month, per manhole	13.81	
Handhole, per month, per handhole	7.61	
3.1.4 Conduit/Innerduct POI to vault, per foot	.21	
3.1.5 Core drill, per occurrence		181.57
3.1.6 Riser, vault to equipment, per foot	.24	
3.1.7 Fiber Optic cable, per 24., per foot	.03	
3.1.8 Fiber placement in conduit and riser, per foot	.83	
3.1.9 Copper 25 pair, per foot	.006	
3.1.10 Copper splicing, per splice		45.64
3.1.11 Copper placement conduit and riser, per foot		.83
3.1.12 Coax placement, per foot	.10	
3.1.13 Cable Splicing		
Per set-up		375.40
Per fiber spliced		15.79
3.1.14 -48 Volt DC power, per ampere	12.89	
3.1.15 -48 Volt DC Power, per foot, per A and B feeder		
20 Amps	.21	59.14
40 Amps	.29	80.69
60 Amps	.35	95.34
100 Amps	.22	133.28
200 Amps	.35	208.78
300 Amps	.48	288.33
400 Amps	.62	372.89
3.1.16 AC Power, per Watt, per month	.03	
	Regular Hours	After Hours
3.1.17 Inspector Labor, per half hour, minimum 4 hours	24.49	36.24
	Recurring	Nonrecurring

3.1.18 SPOT Frame, Block Terminations		
DS0	1.29	636.68
DS1	.78	465.73
DS3	.43	254.90
3.1.19 SPOT Frame, Per Termination		
DS0	.01	5.19
DS1	.02	12.29
DS3	.31	186.25
3.1.20 Security, Per employee, Per C.O.	6.40	
3.1.21 Heating and Air Conditioning	ICB	ICB
3.1.22 Cable Racking		
DS0		.52
DS1		1.04
DS3		.67
3.1.23 Channel Regeneration		
3.1.23.1 DS1 Regeneration	6.30	0
3.1.23.2 DS3 Regeneration	41.32	0
	Regular Hours	After Hours
3.2 Virtual Collocation		
3.2.1 Maintenance Labor, per half hour	22.20	31.57
3.2.2 Training Labor, per half hour	23.95	
3.2.3 Engineering, per half hour	24.55	35.25
3.2.4 Installation, per half hour	23.73	33.20
	Recurring	Nonrecurring
3.2.5 Equipment Bay -recurring, per shelf	6.41	
3.3 Physical Collocation		
3.3.1 Cage Enclosure	ICB	ICB
3.3.2 Floor Space Lease		
Zone 1	2.75	
Zone 2	2.26	
Zone 3	2.06	
3.3.3 Back up AC Power, per foot		
20 Amp, Single Phase	.02	9.78
20 Amp, Three Phase	.02	11.08
30 Amp, Single Phase	.02	10.21
30 Amp, Three Phase	.02	12.38
40 Amp, Single Phase	.02	11.23
40 Amp, Three Phase	.02	13.82
50 Amp, Single Phase	.02	12.52
50 Amp, Three Phase	.03	15.74
60 Amp, Single Phase	.02	13.58
60 Amp, Three Phase	.03	17.46
100 Amp, Single Phase	.03	15.78
100 Amp, Three Phase	.04	22.18

3.3.4 Grounding			
2/0 AWG		.1194	5.97
1/0 AWG		.1763	8.82
4/0 AWG		.2096	10.48
350 kcmil		.3228	16.14
500 kcmil		.3765	18.83
750 kcmil		.4672	23.36
3.3.5 Humidification, per leased physical space		28.03	
3.4 Common Physical Collocation		See the Physical Collocation rates above, without the cage Enclosure or Grounding rates.	
4 Unbundled Network Elements		Recurring	Nonrecurring
4.1 Expanded Interconnection Channel Termination			
4.1.1 EICT Per Termination			
DSO 2 wire		.44	383.30
DSO 4 wire		.86	383.30
DS1 Per each Termination		4.28	256.87
DS3 Per each Termination		14.98	269.78
		Fixed	Per Mile
			Nonrecurring
4.2 Unbundled Dedicated Interoffice Transport (UDIT)			
4.2.1 DS1 UDIT			\$302.91
DS1 0 Miles		\$0	\$0
DS1 Over 0 to 8 Miles		\$35.98	\$0.65
DS1 Over 8 to 25 Miles		\$35.99	\$0.94
DS1 Over 25 to 50 Miles		\$36.00	\$1.75
DS1 Over 50 Miles		\$36.00	\$1.59
4.2.2 DS3 UDIT			\$302.91
DS3 0 Miles		\$0	\$0
DS3 Over 0 to 8 Miles		\$243.17	\$13.32
DS3 Over 8 to 25 Miles		\$246.15	\$15.90
DS3 Over 25 to 50 Miles		\$250.66	\$22.91
DS3 Over 50 Miles		\$249.26	\$22.49
4.2.3 DS0 UDIT			Under Development
DS0 0 Miles		0	0
DS0 Over 0 to 8 Miles		5.05	0
DS0 Over 8 to 25 Miles		5.05	0
DS0 Over 25 to 50 Miles		5.05	0
DS0 Over 50 Miles		5.05	0
		Recurring	Nonrecurring
DS0 UDIT Low Side Channelization		Under Development	

4.2.4 Multiplexing		
DS3 to DS1	196.85	164.00
DS1 to DS0	200.08	289.37
4.2.5 DS1/DS0 Low Side Channelization	Under Development	
4.3 Unbundled Customer Controlled Rearrangement Element (UCCRE)		
4.3.1 DS1 Port	Under Development	
4.3.2 DS3 Port	Under Development	
4.3.3 Network Controller	Under Development	
4.3.4 Dial Up Access	Under Development	
4.3.5 Attendant Access	Under Development	
4.3.6 DS1		Under Development
4.3.7 DS3		Under Development
4.3.8 Virtual Ports		Under Development
4.3.9 Basic Installation		Under Development
4.4 Unbundled Loops		
4.4.1 Analog Loops		
4.4.1.1 2-wire voice grade	\$21.98	
4.4.1.2 4-wire voice grade	\$22.90	
4.4.2 Non-loaded Loops		
4.4.2.1 2-wire Non-loaded Loop	\$21.98	
4.4.2.2 4wire Non-loaded Loop	\$22.90	
4.4.2.3 Unloading/Conditioning Charge		\$114.80
4.4.3 Digital Capable Loops		
4.4.3.1 Basic rate ISDN capable Loop	21.98	
4.4.3.2 DS1 capable Loop	89.42	
4.4.3.3 Regeneration		
DS1	12.60	
DS3	82.63	
4.4.3.4 Extension Technology	\$6.75	
4.4.4 Loop Installation Charges		
4.4.4.1 Basic Installation		
First DS1 Installation		482.00
First Analog Installation		45.92
Each Additional Analog Installation		40.92
Residence 2-wire		40.92
Business - 2-wire		45.92
Residence 4-wire		41.81
Business 4-wire		46.92

4.4.4.2 Coordinated Installation Without Cooperative Testing		
First Analog Loop		118.05
Each Additional Analog Loop		59.75
4.4.4.3 Basic Installation With Performance Testing		
First Analog Loop		146.06
Each Additional Analog Loop		89.26
4.4.4.4 Coordinated Installation With Cooperative Testing		
First Analog Loop		194.22
Each Additional Analog Loop		137.93
4.5 Network Interface Device (NID)	\$0.58	\$30.00
4.6 Tandem Switching		
DS1 Port		Under Development
Trunk Group/Member		Under Development
Per minute of Use	0.0014	
4.7 Local Switching		
4.7.1 Analog Line Side Port	\$1.61	\$42.58*
Vertical Features		
Feature Package 1	\$1.03	
Feature Package 2	\$5.31	
*If Loop and Switching are ordered together, this nonrecurring charge does not apply.		
4.7.2 Digital Line Side Port (Supporting BRI ISDN)	18.84	
Nonrecurring, first Port		94.09
Nonrecurring, each additional Port		94.04
Vertical Feature Package 3	Under Development	
Common Block, establish		118.47
Common Block, features		327.05
4.7.3 Digital Trunk Ports		
4.7.3.1 DS1 Local Message Trunk Port (Supporting Local Message Traffic)	Under Development	Under Development
4.7.3.2 Message Trunk Group	Under Development	Under Development
4.7.3.3 DS1 Trunk Port (Supporting DID/DOD/PBX)	Under Development	Under Development
4.7.3.4 Digital PRI ISDN Trunk Port	Under Development	Under Development
4.7.4 DS0 Analog Trunk Port	ICB	ICB
4.7.5 Local originating usage, per minute of use	.0028	
4.8 Customized Routing		
4.8.1 Development of Custom Line Class Code		ICB
4.8.2 Installation Charge, per switch		ICB
4.8.3 Local Message Routing		ICB

	Recurring	Nonrecurring
4.9 Common Channel Signaling/SS7		
4.9.1 STP Port	\$425.00	Under Development
4.9.2 Options Activation Charge		
4.9.2.1 Basic Translations		
First Point Code		Under Development
Each Additional Point Code		Under Development
4.9.2.2 Database Translations		
First Point Code		Under Development
Each Additional Point Code		Under Development
4.9.3 Signal Formulation, per Signaling message	Under Development	
4.9.4 Signal Transport, per Signaling message	Under Development	
4.9.5 Signal Switching, per Signaling message	Under Development	
4.10 Construction Charges	ICB	ICB
5 Interim Number Portability	Recurring	Nonrecurring
5.1 Number Ported	NA	\$4.47
5.2 Additional Call Path	NA	
5.3 Service Establishment, per route, per switch		\$20.65
5.4 Service Establishment, additional number ported or changes to existing numbers, per number ported		\$3.32
5.5 Coordinated Out of Hours Cut		Under Development
6 Local Number Portability		
6.1 LNP Queries	FCC Tariff #5	
7 911/E911	No Charge	
8 Directory Assistance		
8.1 Regional Directory Assistance, per call	\$0.34	
8.2 National Directory Assistance, per call	\$0.385	
8.3 Custom Call Branding, setup and recording		Under Development
8.4 Call Completion, per call	Under Development	
8.5 Call Completion Link, per call	Under Development	
9 White Pages Directory Listings		
9.1 Primary Listing	No Charge	

9.2 Premium/Privacy Listing	General Exchange Tariff Rate, less wholesale discount	
10 Directory Assistance List Information		
10.1 Initial Database Load, per Listing	\$0.05	
10.2 Reload of Database, per Listing	20% Discount off of Initial Load	
10.3 Daily Updates, per Listing	\$0.06	
10.4 One-time Set Up Fee		\$64.06/hour
10.5 Media Charges for File Delivery		
10.5.1 Electronic transmission	\$0.002	
10.5.2 Tapes (charges only apply if this is selected as the normal delivery medium for daily updates)	\$30/tape	
10.5.3 Shipping Charges (for tape delivery)	Actual rate charged by carrier selected	
11 Toll and Assistance Operator Services		
11.1 Option A - Per Message		
Operator Handled Calling Card	\$0.46	
Machine Handled Call	\$0.18	
Station Call	\$0.84	
Person Call	\$2.05	
Connect to Directory Assistance	\$0.55	
Busy Line Verify	\$0.72	
Busy Line Interrupt	\$0.87	
Operator Assistance	\$0.36	
11.2 Option B - Per Operator Work Second and Computer Handled Calls		
Operator Handled, per operator work second	\$0.0200	
Machine Handled, per call	\$0.13	
12 Advanced Intelligent Network (AIN)		
12.1 AIN Service Creation Environment		ICB
12.2 Access to AIN Operational Support Systems/Service Management	Under Development	Under Development
12.3 AIN Query Processing, per query	Under Development	
13 Line Information Database (LIDB)		
13.1 LIDB Storage		Under Development
13.2 Line Validation Administration System Access (LVAS)		Under Development
13.2.1 LIDB Line Record Initial Load		Under Development
13.2.2 Mechanized Service Account Update, per addition or update	Under Development	
13.2.3 Individual Line Record Audit		Under Development
13.2.4 Account Group Audit		Under Development

13.2.5 Expedited Request Charge for Manual Updates		Under Development
13.3 LIDB Query Service, per query	Under Development	
13.4 Fraud Alert Notification, per alert	Under Development	
14 Access to Poles, Ducts, Conduits and Rights of Way		
14.1 Pole Inquiry Fee, per mile		\$114.00
14.2 Innerduct Inquiry Fee, per mile		\$171.00
14.3 Field Verification Fee		ICB
14.4 Make-Ready Work		ICB
14.5 Pole Attachment Fee, per foot, per year	\$2.85	
14.6 Innerduct Occupancy Fee, per foot, per year - Large City Urban	\$2.12	
14.7 Innerduct Occupancy Fee, per foot, per year - Urban	\$2.09	
14.8 Innerduct Occupancy Fee, per foot, per year - Rural & Suburban	\$2.02	
15 8XX Database Query Service		
15.1 Per Query	\$0.00117966	
15.2 POTS Translation	\$0.00005115	
15.3 Call Handling & Destination Feature	\$0.00004194	
16 ICNAM, Per Query	\$0.016	
17 Bona Fide Request Process		
17.1 Processing Fee		\$2,128.00
18 Construction Charges	ICB	ICB
19 Daily Usage Record File, per record	\$0.0011	
20 Category 11 Mechanized Record Charge, per record	\$0.0025	

December 30, 1998

produced 3/24/99

Jeana Elijah
U S WEST
1801 California, Room 2420
Denver, CO 80202

SUBJECT: WASHINGTON COLLOCATION APPLICATIONS AND REQUEST FOR MEETINGS

Dear Jeana,

First, thank you for providing me with the conduit application.

ACI submitted 31 Collocation Order Forms and QPFs applications to U S WEST for Washington state central office collocations on September 30, 1998. ACI received from U S WEST the quotes for supporting structure for 11 of these collocations via fax between December 4 and December 7, 1998. Six additional quotes were received December 15, 1998. Of the 31 applications submitted, U S WEST determined that seven had no available physical space. Of the initial quotes ACI received construction quotes for five central offices that were not accurate, those initial quotes were corrected by U S WEST but the date of release on the revisions were not modified. These specific offices are referenced below as those first payments sent to U S WEST two weeks ago.

In reviewing my Washington collocation applications and files, I do not find collocation construction quotes for the listed CLLIs. These applications were also submitted September 30, 1998. Please provide the specific construction quotes to me immediately.

BMTNWA01 - BREMERTON
MRISWA01 - MERCER ISLAND
OLYMWA02 - OLMPIA WHITEHALL
TACMWafa - TACOMA FAWCETT
TACMWAGF - TACOMA GREEN FIELD
TACMWaju - TACOMA JUNIPER

U S WEST has been tardy in providing all the Washington construction quotes, ACI assumes that U S WEST will work with ACI to meet the initially requested collocation turn over dates, March 1999, for all Washington state central offices.

ACI Corp initially requested (9-30-98) a collocation in Seattle STTLWA06, and was advised that no collocation space was available in that central office. U S WEST suggested that ACI instead collocate in STTLWA01 which U S WEST stated serves the same geographic area and same end users. If it is not factual that both central offices/CLLIs serve the identical end users please advise me immediately. Please change

ACI 00001

previous correspondence which referenced STTLWA06 to STTLWA01 and apply our subsequent payments (i.e., \$2,239.79 and \$60,719.36) accordingly.

Attached you will find ACI's collocation first half payments for seven additional collocations in Seattle. Those offices are:

STTLWA03 - SEATTLE EAST
STTLWA04 - SEATTLE EMERSON
STTLWA05 - SEATTLE ATWATER
STTLWACA - SEATTLE CAMPUS
STTLWACH - SEATTLE CHERRY
STTLWADU - SEATTLE DUWAMISH
STTLWALA - SEATTLE LAKEVIEW

Two weeks ago you received the following first half payment for five Washington central office collocations. Those offices are:

STTLWAEL - SEATTLE ELIOTT
STTLWAPA - SEATTLE PARK WAY
STTLWASU - SEATTLE SUNSET
STTLWAVE - SEATTLE WEST
STTLWA01 - SEATTLE MUTUAL

Six additional first half payments are being processed and will be delivered to U S WEST next week. Those offices are:

AUBNWA01 - AUBURN TEMPLE
BLLVWASH - BELLEVUE SHERWOOD
DESMWA01 - DES MOINES
KENTWA01 - KENT ULRICH
KENTWAOB - KENT OBRIEN
RNTNWA01 - RENTON

I would like to have a discussion with the appropriate subject matter experts on how the racking amounts have been determined for all the Seattle Metro collocation applications. I request an explanation that will provide me a clear understanding of the assumptions included in both the prices and the distance calculation. Also, whether this charge is levied on each collocation applicant in the same central office or once the racking is installed is there some rebate to collocators calculated.

ACI is paying the first half payment(s) to expedite the process of construction, but ACI finds the racking charges unacceptable, ACI is paying under protest with the understanding that either an adjustment or satisfactory clarification will be forth coming promptly.

Attached please find seven previously submitted (9-30-98) applications where physical space was not available. Per your instructions on December 23, 1998, I only need to resubmit the original with the notation that cageless collocation is requested. ACI is resubmitting these applications with the understanding that cageless collocation is priced

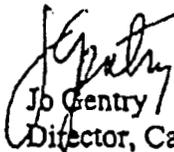
less than physical collocation and no more than virtual collocations. If this is not an accurate statement please notify me immediately. Also, please provide to me written and or web site documentation/methods and procedures, that include complete offering description and state specific price sheets for cageless collocation. I have attached seven modified physical to cageless applications:

BLLVWAGL - BELLEVUE GLEN COURT
FDWYWA01 - FEDERAL WAY
PYLPWA01 - PUYALLUP
LACYWA01 - LACY
MPVYWAMV - MAPLE VALLEY
TACMWALO - TACOMA LOGAN
TACMWAJU - TACOMA JUNIPER

Lastly, I request a face to face operational discussion with the account team, the applicable product managers (e.g., collocation, unbundled loop, unbundled transport) and other subject matter experts that can assist ACI in becoming knowledgeable of the U S WEST processes that will aid ACI in being fully operational. I also, request a subsequent meeting to discuss hands on instruction of electronic ordering processes/interfaces for both traditional Access DS1/DS3, transport between the central office and ACI's location, and for unbundled elements (e.g., loop, transport). I would like to target the second week of January for the initial meeting and perhaps the third week for the ordering processes. Please provide all applicable methods and procedures, order examples and informational material prior to each meeting.

Going forward I will be your primary contact at ACI Corp, I have hired a person who will have direct responsibility working with the various operational people within U S WEST. I will provide you his name and number after his start date with ACI the first week of January.

Thank you for your assistance and prompt follow through on my requested issues.


Jo Gentry
Director, Carrier Relations

ACI Corp
7337 South Revere Parkway, Suite 100
Englewood, CO 80112
303-476-4265
303-476-4201 fax
e-mail: jgentry@acicorp.net Or jgentry@rhythms.net

cc: Sarah Maestas, Collocation Product Manager w/o attachments
Dennis Pappas, Collocation Product Manager w/o attachments

ACI 00003



FAX AND MAIL DELIVERY

February 23, 1999

Mr. Wayne Spohn
General Manager Wholesale Local Markets
U S WEST Communications
1801 California St., Suite 2420
Denver, CO 80202

Dear Wayne:

I am writing to express concerns with missed time intervals for Arizona collocation applications. A total of twenty (20) applications were filed with the appropriate application fees for Arizona offices on January 26, 1999. Contractually USW is obligated to respond within fifteen business days with feasibility studies. These studies were due to ACI on February 16, 1999. To-date four (4) feasibility studies have been provided but even these were issued late, on February 18, 1999. ACI requests that USW immediately respond with the remaining feasibility reports.

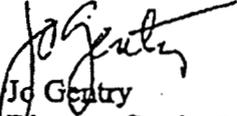
ACI has structured its business/financial strategies and has made service commitments to its end-user customers for commercial availability of all collocations based on the time intervals specified in the ACI/USW Interconnection Agreement (IA). USW has in other jurisdictions, missed its contractual obligations regarding the collo application processes resulting in obfuscation of the cage turn-over dates and ultimately causing ACI to miss its obligations to the financial community and to its customers. In fact, ACI has tendered over 100 collo applications in six (6) areas within USW's serving territory since September 1998. USW has not met any of its statutory/contractual time intervals for even one collocation request. This discriminatory behavior on the part of U S WEST must not be allowed to carry over to the Arizona collocation construction commitments. In other words, USW must not extend cage turn-over beyond contractual requirements merely because USW itself is negligent in meeting contractual obligations for administrative and/or physical construction of ACI's collos.

Moreover, USW must ensure that future applications are processed and collocation facilities are constructed per contractual obligations. ACI is aware that USW has launched its own Digital Subscriber Line (DSL) based service (Mega-Bits) in the areas targeted by ACI for its DSL service offerings. Any delay whatsoever, in processing ACI's collocation requests equates to delays in ACI market entry and is considered anti-competitive.

ACI 00004

I am more than happy to discuss this request with you in detail. Please feel free to give me a call if there is anything unclear to you about this request or about the urgency of this matter.

Sincerely,



Jo Gentry
Director Carrier Relations
6933 S. Revere Parkway
Englewood, CO 80112

Telephone: 303-476-4265

Fax: 303-476-4201

E-Mail: jgentry@acicorp.net

Cc: Fred Baros - ACI
Jeana Elijah-Asnicar - USW
Eric Geis - ACI
✓Christine Mailloux - ACI

ACI 00005



FAX AND EXPRESS DELIVERY

February 23, 1999

Mr. Wayne Spohn
General Manager Wholesale Local Markets
U S WEST Communications
1801 California St., Suite 2420
Denver, CO 80202

Dear Wayne:

I am writing to express concerns with missed time intervals for Minnesota collocation applications. A total of thirty (30) applications were filed with the appropriate application fees for Minnesota offices on November 25, 1998. Contractually USW is obligated to respond within fifteen business days with feasibility studies. These studies were due to ACI on December 16, 1998. However, these did not begin trickling in to ACI until January 8, 1999. As late February 18, 1999 ACI received feasibility studies for eight (8) common collocation requests that were previously denied as physical collocation. Price quotes for all Minnesota offices were due January 20, 1999 but, to-date none have been provided. ACI requests that USW immediately respond with the remaining price quotes.

ACI has structured its business/financial strategies and has made service commitments to its end-user customers for commercial availability of all collocations based on the time intervals specified in the ACI/USW Interconnection Agreement (IA). USW has missed its contractual obligations regarding the collocation application processes resulting in obfuscation of the cage turn-over dates and ultimately causing ACI to miss its obligations to the financial community and to its customers. In fact, ACI has tendered over 100 collocation applications in six (6) areas within USW's serving territory since September 1998. USW has not met any of its statutory/contractual time intervals for even one collocation request. U S WEST must not perpetuate this discriminatory behavior by lengthened Minnesota collocation construction commitments. In other words, USW must not extend cage turn-over beyond contractual requirements merely because USW itself is negligent in meeting contractual obligations for administrative and/or physical construction of ACI's collos.

Moreover, USW must ensure that future applications are processed and collocation facilities are constructed per contractual obligations. ACI is aware that USW has launched its own Digital Subscriber Line (DSL) based service (Mega-Bits) in the areas targeted by ACI for its DSL service offerings. Any delay whatsoever, in processing

ACI's collocation requests creates to delays in ACI market entry and is considered anti-competitive.

I am more than happy to discuss this request with you in detail. Please feel free to give me a call if there is anything unclear to you about this request or about the urgency of this matter.

Sincerely,



Jo Gentry
Director Carrier Relations
6933 S. Revere Parkway
Englewood, CO 80112

Telephone: 303-476-4265

Fax: 303-476-4201

E-Mail jgentry@acicorp.net

Cc: ✓ Fred Baros - ACI
Jeana Elijah-Asnicar - USW
Eric Geis - ACI
✓ Christine Mailloux - ACI

ACI 00007

FAX AND EXPRESS DELIVERY

February 25, 1999

Mr. Wayne Spohn
General Manager Wholesale Local Markets
U S WEST Communications
1801 California St., Suite 2420
Denver, CO 80202

Dear Wayne:

This escalation letter is sent to you with a request for your direct involvement in supplying price sheets used by U S WEST to assemble price quotes for ACI collocation. This information is needed for ACI to evaluate all past and future price quotes.

For every office in which collocation applications are filed in Washington, ACI has experienced shameful levels of quality and accuracy in USW price quotes. Many of the price quotes for Washington offices were revised by USW up to four times following the initial price quote provided. This egregious situation has resulted in gross over billing to ACI exceeding 300% of contract or tariffed rates. In addition, rate elements were initially placed on the price quotes that are not required by ACI and are not specified in the ACI/USW contract.

Even though we have worked with your staff to correct errors and understand USW's pricing methodologies it has been extremely labor intensive and has in most situations caused delays in processing applications and construction of collocation facilities. Within the next week we hope to complete activities required to true-up discrepancies and process final bills for Washington collos but, this work has taken countless man/hours to complete over the last 4-to-6 weeks forcing ACI to incur unnecessary resource costs and jeopardizing collo availability.

At the conclusion of this true-up activity it remains extremely difficult for ACI to have any confidence in the final pricing. With every payment made by ACI for its collos we have indicated concerns with the above issues and have asked U S WEST to provide pricing sheets that depict each element billed for recurring and nonrecurring collocation charges. I am not asking for cost studies, but price sheets showing the prices for each rate element in effect between January 1, 1998 and December 31, 1998. These same price sheets should be provided for prices in effect between January 1, 1999 and December 31, 1999.

ACI 00008

On numerous occasions ACI has requested verbally and in writing from Jeana Elijah-Asnicar and Kathy Salverda this same information to no avail. We understand that many rate elements and associated prices are noted in the contract and in USW's tariffs. However, the outrageous pricing practices experienced for Washington casts much doubt and creates a situation forcing ACI to audit the pricing for each office not only to correct the debacle in Washington but also to avoid the same thing from recurring in other jurisdictions. This audit can most effectively be completed if ACI has a comprehensive set of price sheets, the very price sheets used by USW in compiling the price quotes.

To date U S WEST has refused to provide these price sheets stating they are confidential. This position is ridiculous as I am the customer and have the right to know in advance to any billing, what USW intends to charge ACI for each specific rate element.

I am more than happy to discuss this request with you in detail. Please call me immediately if there are any questions. In any event, please provide complete and comprehensive price sheets to me by Tuesday, March 2, 1999.

Sincerely,

Jo Gentry
Director Carrier Relations
6933 S. Revere Parkway
Englewood, CO 80112

Telephone: 303-476-4265

Fax: 303-476-4201

E-Mail: jgentry@acicorp.net

Cc: Fred Baros - ACI
Jeana Elijah-Asnicar - USW
Eric Geis - ACI
✓Christine Mailloux - ACI

ACI 00009



SENT VIA FAX; E-MAIL AND U S POSTAL

March 15, 1999

Wayne Spohn
General Manager, Wholesale Local Markets
U S WEST Communications
1801 California, Suite 2420
Denver, CO 80202

Subject: Access to U S WEST's Facility Checker Database

Dear Wayne

As we discussed Friday, March 12, 1999, ACI Corp requests immediate electronic access to the U S WEST Facility Checker database and any other databases that provide loop make up data. Loop make up, i.e., loop length; gauge of cable; presence of load coils, DMAL, repeaters, bridge taps, and digital loop carrier is essential to the efficient and technologically accurate provisioning of digital subscriber line services. ACI Corp requires this access to loop make up in the preorder process so as not to establish false expectations with its customers and provision correctly the first time.

ACI Corp would like to immediately begin trialing the use of Facility Checker and other such loop makeup databases as ACI Corp has projected ordering thousands of unbundled loops from U S WEST in the coming months.

Please immediately provide the methods and procedures to request access and use of these databases.

Sincerely

A handwritten signature in cursive script that reads "Jo Gentry / pc". The signature is written in dark ink and is positioned above the typed name and title.

Jo Gentry
ACI, Director Carrier Relations
6933 South Revere Parkway
Englewood, CO 80112

jgentry@acicorp.net

ACI 00010

SENT VIA FAX; E-MAIL AND U S POSTAL

March 15, 1999

Wayne Spohn
General Manager, Wholesale Local Markets
U S WEST Communications
1801 California, Suite 2420
Denver, CO 80202

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Sincerely

Jo Gentry
ACI, Director Carrier Relations
6933 South Revere Parkway
Englewood, CO 80112

jgentry@acicorp.net

ACI 00011



SENT VIA FAX; E-MAIL AND U S POSTAL

Wayne Spohn
General Manager, Wholesale Local Markets
U S WEST Communications
1801 California, Suite 2420
Denver, CO 80202

Subject: Ordering Special Access from U S WEST

Dear Wayne

As we discussed Friday, March 12, 1999, U S WEST has delayed ACI Corp in ordering DS1s and DS3s in Colorado due to internal U S WEST conflict.

In early February ACI Corp discussed with Michelle Swango a U S WEST Large Markets Account Representative, ACI's need for an optimized network in Denver and in other cities (i.e., Seattle, Phoenix, Minneapolis, Portland), I shared that ACI Corp had placed dozens of collocation applications in each city and wished an optimized network of DS1 and DS3 transport, optimized in both price and efficiency. Within 48 hours Michelle and her Engineer Beth put together a comprehensive optimization plan for the DS1s & DS3 and OC12/48, plus provided a price quote and contract for signature, thus allowing work to begin immediately. Per Beth it would take approximately 90 days to complete the construction of the required transport facilities.

I advised Michelle and or Beth to contact you so that we would not encounter any confusion since the transport would be terminating in the collocation cages in each central office. Through Michelle I learned that the Local Markets group would not allow this technically qualified group to assist in suggesting an appropriate transport network. I understood you to say on Friday March 12 that you would provide/promised the same level of customer focus through an alternative group, headed by Dennis DePaulo. I provided you all the collocation CLLIs codes that ACI Corp has made central office applications for and request the same level of service. In addition, ACI Corp requests that U S WEST expedite the transport orders as not to penalize ACI Corp for the 30 day delay that U S WEST has caused due to internal issues.

Sincerely

A handwritten signature in cursive script that reads 'Jo Gentry / pc'.

Jo Gentry
ACI, Director Carrier Relations
6933 South Revere Parkway
Englewood, CO 80112
jgentry@acicorp.net

ACI 00012

SENT VIA FAX; E-MAIL AND U S POSTAL
March 15, 1999

Wayne Spohn
General Manager, Wholesale Local Markets
U S WEST Communications
1801 California, Suite 2420
Denver, CO 80202

Subject: Ordering Special Access from U S WEST

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Sincerely

Jo Gentry
ACI, Director Carrier Relations
6933 South Revere Parkway
Englewood, CO 80112
jgentry@acicorp.net

ACI 00013



SENT VIA FAX, E-MAIL AND U S POSTAL

March 15, 1999

Wayne Spohn
General Manager, Wholesale Local Markets
U S WEST Communications
1801 California, Suite 2420
Denver, CO 80202

Subject: Security Deposit

Dear Wayne

This letter is to confirm our discussion Friday, March 12, 1999 regarding U S WEST's reversal of the policy decision to require ACI Corp to post a \$160,000 Security Deposit for Washington state. I understood you to say that U S WEST will not require this deposit now or in the future in any state within U S WEST and will immediately process all Special Access DS1s and DS3s in Washington. Also, U S WEST will process all future DS1s and DS3s in other states plus all unbundled loop orders without additional Security Deposit requests.

I request that you instruct the appropriate U S WEST people to make up the time delay due to U S WEST's incorrect interpretation of a Security Deposit requirement and reestablish the due date as would have been without this delay. Please advise me by March 17th, if you are able to recommit to the original due dates.

Sincerely

Jo Gentry
ACI, Director Carrier Relations
6933 South Revere Parkway
Englewood, CO 80112

jgentryv@acicorp.net

ACI 00014

SENT VIA FAX; E-MAIL AND U S POSTAL

March 15, 1999

Wayne Spohn
General Manager, Wholesale Local Markets
U S WEST Communications
1801 California, Suite 2420
Denver, CO 80202

Subject: U S WEST's Requirement to use the SPOT frame

Dear Wayne

As we discussed Friday, March 12, 1999, U S WEST has required ACI Corp to provision all of our Collocation cages in Washington, Oregon, Colorado, Minnesota and Arizona via the Special Point of Termination (SPOT) frame.

As you know three of these states' Public Utility Commissions, (Oregon, Colorado and Minnesota) have ordered that the U S WEST SPOT frame not be required and U S WEST must provision unbundled elements without the use of the SPOT if the CLEC requests such provisioning. In a meeting between Dennis Pappas (USWC Product Manager Collocation and Unbundled Loop) and myself on December 8, 1998, I told Dennis that ACI did not wish to use the SPOT and I requested Methods and Procedures for collocation without the use of the SPOT frame. This same request has been made to Kathy Salverda, ACI Corps Contract Negotiator on several occasions.

As you are aware ACI along with many other CLECs believe that the SPOT frame adds unnecessary points of failure to the unbundled loop, in addition it adds significant and unwarranted recurring and nonrecurring costs. ACI has ordered over 100 collocation cages within the U S WEST region, with a minimum of 600 DS0s (2-wire unbundled loops) to each cage. U S WEST has required ACI Corp purchase the tie cable between the SPOT and the ACI collocation cage, ACI has been required to utilize the lengths and measures supplied by U S WEST. These tie cables are a significant added expense and a marked time delay for the completion of the collocation cage. U S WEST has refused to complete the collocation cages without the use of these additional tie cables to the SPOT. In addition, U S WEST has missed its commitments on multiple occasions to provide the lengths for many central offices, thus delaying ACI Corps opportunity to initiate commercial deployment of DSL services, during which time U S WEST has launched its Megabits DSL product in these same states.

ACI 00015

SPOHN
March 15, 1999
Page 2 of 2

ACI Corp asks that U S WEST immediately stop requiring collocation provisioning through the SPOT frame. In addition, ACI Corp reserves the right to request refunds for the already order and or installed unnecessary tie cable that U S WEST required ACI Corp to purchase.

I ask for U S WEST's immediate response to this important issue and request that U S WEST not delay currently order collocation construction and or completion.

Sincerely

Jo Gentry
ACI, Director Carrier Relations
6933 South Revere Parkway
Englewood, CO 80112

jgentry@acicorp.net

ACI 00016



SENT VIA FAX; E-MAIL AND U S POSTAL

March 15, 1999

Wayne Spohn
General Manager, Wholesale Local Markets
U S WEST Communications
1801 California, Suite 2420
Denver, CO 80202

Subject: U S WEST's Requirement to use the SPOT frame

Dear Wayne

As we discussed Friday, March 12, 1999, U S WEST has required ACI Corp to provision all of our Collocation cages in Washington, Oregon, Colorado, Minnesota and Arizona via the Special Point of Termination (SPOT) frame.

As you know three of these states' Public Utility Commissions, (Oregon, Colorado and Minnesota) have ordered that the U S WEST SPOT frame not be required and U S WEST must provision unbundled elements without the use of the SPOT if the CLEC requests such provisioning. In a meeting between Dennis Pappas (USWC Product Manager Collocation and Unbundled Loop) and myself on December 8, 1998, I told Dennis that ACI did not wish to use the SPOT and I requested Methods and Procedures for collocation without the use of the SPOT frame. This same request has been made to Kathy Salverda, ACI Corps Contract Negotiator on several occasions.

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ACI 00017

SPOHN
March 15, 1999
Page 2 of 2

ACI Corp asks that U S WEST immediately stop requiring collocation provisioning through the SPOT frame. In addition, ACI Corp reserves the right to request refunds for the already order and or installed unnecessary tie cable that U S WEST required ACI Corp to purchase.

I ask for U S WEST's immediate response to this important issue and request that U S WEST not delay currently order collocation construction and or completion.

Sincerely



Jo Gentry
ACI, Director Carrier Relations
6933 South Revere Parkway
Englewood, CO 80112

jgentryv@acicorp.net

ACI 00018



March 17, 1999

Jeana Elijah-Asnicar
U S WEST
1801 California, Room 2420
Denver, CO 80202

SUBJECT: RESUBMITTED APPLICATIONS FOR ARIZONA COLLOCATION

Dear Jeana,

Attached are resubmitted applications for Common collocation in two (2) Arizona offices. The offices included are: SCLDAZTH (Thunderbird) & TEMP AZMC (McClintock).

ACI originally submitted these applications on January 26, 1999 only to be denied physical collocation in the USW feasibility study provided to ACI on March 12, 1999. At that time USW required ACI to resubmit an application if other collocation arrangements are desired.

U S WEST must understand that ACI does not agree with the unfair non-contractual requirements for CLECs to resubmit applications for offices that have been denied by USW. This process is unjust because on USW's own application form (page 6) it requests the CLEC identify whether or not the CLEC wishes USW to examine alternatives should physical collocation space not be available. On every application ACI has filed to date (including the attached) ACI requests USW examine common collocation. To facilitate USW efforts in examining common collocation and avoid application delays, ACI (on January 14, 1999) provided all the necessary detail USW specified it needs to examine Common collocation as the alternate collo arrangement when physical space is denied. ACI objects even more vehemently to the atrocity of USW starting the collocation application and construction time intervals from the start each time an application is resubmitted.

For the reasons stated above ACI files this application again, under protest, with the understanding that USW will provision the common space and comply with the construction time intervals consistent with the original application date of January 26, 1999. Just as important, ACI does not expect to be charged for an additional feasibility study.

If there are questions about the attached documentation or, ACI's concerns regarding the handling of these applications please call me so we may discuss them in detail. In any

ACI 00019

event, unless I hear back from you, ACI will count on U S WEST to immediately process this request submit the associated price quotes.

Sincerely,



Fred Baros
Project Manager, Carrier Relations

ACI Corp
6933 South Revere Parkway
Englewood, CO 80112
303-476-2273
303-476-4201 fax
e-mail: fbaros@acicorp.net

cc: Jo Gentry, ACI Director, Carrier Relations w/o attachmts

ACI 00020

-----Original Message-----

From: fbaros@rhythms.net [mailto:fbaros@rhythms.net]
Sent: Thursday, April 01, 1999 4:33 PM
To: gbrunne@uswest.com
Cc: jelijah@uswest.com; jgentry@acicorp.net; jwiesner@rhythms.net
Subject: RE: ACI quotes for Arizona

Guili,

Thanks for clarifying why USW is working from a schedule that is different than the contractual timeline which started with the application date. As ACI has indicated previously, we do not agree with the need for or, the validity of USW's "modified policy" (i.e. Parallel Processing agreement).

Notwithstanding that this issue is unresolved would you please indicate the date that USW intends to turn over the Arizona cages to ACI?

Fred

-----Original Message-----

From: Giuliana Brunner [mailto:gbrunne@uswest.com]
Sent: Thursday, April 01, 1999 6:58 AM
To: fbaros@rhythms.net
Cc: jelijah@uswest.com; jgentry@acicorp.net
Subject: Re: ACI quotes for Arizona

Fred,

Due to the urgency of your request below, I have pulled all records for the offices of PHNXAZNO, PHNXAZNW, PHNXAZSO, PHNXAZSY, and PHNXAZWE. My validation confirms that ACI's application form reflects the date of January 26, 1999.

However, on Wednesday, February 3, 1999, you faxed to Jeana Elijah-Asnicar a copy of the signed parallel process agreement for Arizona in order to begin the processing of orders. Until February 3, 1999, USW did not have a contract or parallel process with ACI, and could not process applications. The offices listed above are on track with quotes being delivered within the contractual time frames.

The parallel process is a modified policy implemented by USW in order to assist co-providers in entering the market more quickly. ACI can refer to this in the Collocation Bulletin dated January 1999, Volume I, Issue I. A paper copy of this was delivered to you during our Minneapolis kick-off meeting on March 12, 1999. Electronic copies can also be found on the customer web-site.

CONFIDENTIAL

ACI 00021

fbaros@rhythms.net <mailto:fbaros@rhythms.net> wrote:
> Guili,
>
> Based on an application date of January 26, 1999 ACI's records
reflect that
> feasibility reports for these offices were due on February 16,
1999 but were
> not received until 2/24/99. Subsequently, the Price Quotes were
due on
> March 23, 1999 however, these quotes were not received until
3/31/99.
>
> ACI is concerned that USW is consistently missing contractual time
> commitments causing extensions to and delays in ACI's ability to
enter the
> market. This practice simply can not be tolerated because it
causes ACI to
> miss commitments to its end user customers. Based on ACI's
records these
> offices are scheduled for cage turn over on or, around June 23,
1999.
> Please confirm that USW intends to absorb the delays caused by
late
> feasibility and price quotes in its cage construction schedule
providing cage
> turn over per contractual obligation on 6/23/99.
>
>
> Thanks
>
>
> Fred
>
>
> -----Original Message-----
> From: Giuliana Brunner [mailto:gbrunne@uswest.com]
<mailto:[mailto:gbrunne@uswest.com]>
> Sent: Wednesday, March 31, 1999 10:25 AM
> To: ACI Fred Baros
> Cc: ACI, Jo Gentry
> Subject: ACI quotes for Arizona
>
> Fred,
>
> Attached are the quotes and product management letter for the
following
> offices in Arizona:
>
> * PHNXAZNO
>
> * PHNXAZNW
>
> * PHNXAZSO
>

CONFIDENTIAL

ACI 00022

> * PHNXAZSY
>
> * PHNXAZWE

CONFIDENTIAL

ACI 00023

-----Original Message-----

From: Giuliana Brunner [mailto:gbrunne@uswest.com]

Sent: Monday, April 05, 1999 2:49 PM

To: ACI Fred Baros

Cc: ACI, Jo Gentry

Subject: ACI - response to request for records change

Fred,

This e-mail is in reply to ACI's request, dated March 3, 1999, for removal of co synchronization on all applications received by USW for collocation.

For any change to an original application, the USW process for all co-providers entails the submittal of a QPF and a change application for each wire center. On the application form there is an option for a change request. The submittal for removal of co synchronization would then go through the same intervals reflected in the contract as an initial application. The quote date would supply ACI with the charges involved to complete this request.

CONFIDENTIAL

ACI 00024

-----Original Message-----

From: jwiesner@rhythms.net [mailto:jwiesner@rhythms.net]
Sent: Wednesday, April 07, 1999 10:40 AM
To: gbrunne@uswest.com; fbaros@rhythms.net
Cc: jelijah@uswest.com; jgentry@acicorp.net
Subject: RE: ACI quotes for Arizona

Guili,

This e-mail is in follow-up to last week's correspondence, included below, regarding the reason for delayed receipt of price quotes in Arizona.

Based on the premise that the parallel processing agreement was not effective until February 3, 1999 and therefore USW was still within the contractual guidelines, ACI's records show that the price quotes should have been received on March 31, 1999 (rather than the originally projected date of March 23, 1999) for the following CO sites:

CLLI	Location Name
CHNDZWE	Chandler West
DRVYAZNO	Phoenix DR Valley
MESAAZGI	Gilbert
PHNXAZMY	Phoenix Maryvale
PHNXAZSE	Phoenix Southeast

The continued delay in receiving the price quote information can ultimately jeopardize our cage turnovers scheduled to occur on or around June 23, 1999. Please confirm when we can expect to receive the price quotes for the above mentioned locations.

Thank you,

Jill Wiesner

Jill Wiesner
Rhythms, Process Manager
(303) 876-6029
jwiesner@acicorp.net

> -----Original Message-----

> From: Giuliana Brunner [mailto:gbrunne@uswest.com]
> Sent: Thursday, April 01, 1999 11:58 AM
> To: fbaros@rhythms.net

CONFIDENTIAL

ACI 00025

> Cc: jelijah@uswest.com; jgentry@acicorp.net
> Subject: Re: ACI quotes for Arizona
>
> Fred,
>
> Due to the urgency of your request below, I have pulled all records for
> the offices of PHNXAZNO, PHNXAZNW, PHNXAZSO, PHNXAZSY, and PHNXAZWE. My
> validation confirms that ACI's application form reflects the date of
> Janaury 26, 1999.
> However, on Wednesday, Febraury 3, 1999, you faxed to Jeana
> Elijah-Asnicar a copy of the signed paraellel process agreement for
> Arizona in order to begin the processing of orders. Until Febraury 3,
> 1999, USW did not have a contract or parallel process with ACI, and could
> not process applications. The offices listed above are on track with
> quotes being delivered within the contractual time frames.
> The parallel process is a modified policy implemented by USW in order to
> assist co-providers in entering the market more quickly. ACI can refer to
> this in the Collocation Bulletin dated Janaury 1999, Volume I, Issue I.
> A paper copy of this was delivered to you during our Minneapolis kick-off
> meeting on March 12, 1999. Electronic copies can also be found on the
> customer web-site.
>
>
> fbaros@rhythms.net wrote:
> > Gulli,
> >
> > Based on an application date of January 26, 1999 ACI's records
> reflect that
> > feasibility reports for these offices were due on February 16,
> 1999 but were
> > not received until 2/24/99. Subsequently, the Price Quotes were
> due on
> > March 23, 1999 however, these quotes were not received until
> 3/31/99.
> >
> > ACI is concerned that USW is consistently missing contractual time
> > commitments causing extensions to and delays in ACI's ability to
> enter the
> > market. This practice simply can not be tolerated because it
> causes ACI to
> > miss commitments to its end user customers. Based on ACI's
> records these
> > offices are scheduled for cage turn over on or, around June 23,
> 1999.
> > Please confirm that USW intends to absorb the delays caused by
> late
> > feasibilty and price quotes in its cage construction schedule
> providing cage
> > turn over per contractual obligation on 6/23/99.
> >
> >
> > Thanks
> >
> >

CONFIDENTIAL

ACI 00026

> > Fred
> >
> >
> > -----Original Message-----
> > From: Giuliana Brunner [mailto:gbrunne@uswest.com]
> > <mailto:[mailto:gbrunne@uswest.com]>
> > Sent: Wednesday, March 31, 1999 10:25 AM
> > To: ACI Fred Baros
> > Cc: ACI, Jo Gentry
> > Subject: ACI quotes for Arizona
> >
> > Fred,
> >
> > Attached are the quotes and product management letter for the
> following
> > offices in Arizona:
> >
> > * PHNXAZNO
> >
> > * PHNXAZNW
> >
> > * PHNXAZSO
> >
> > * PHNXAZSY
> >
> > * PHNXAZWE

CONFIDENTIAL

ACI 00027

-----Original Message-----

From: fbaros@rhythms.net [mailto:fbaros@rhythms.net]
Sent: Thursday, March 25, 1999 12:24 PM
To: gbrunne@uswest.com
Cc: jgentry@acicorp.net; Elijah@uswest.com
Subject: RE: ACI - Arizona Feasibility

Guili,

Thanks for sending this revised feasibility report. On the one hand it is good news to hear that ACI can have 5 bays instead of 4 bays as previously stated. On the second hand we talked at a fairly extensive length yesterday with Wayne and Judy regarding the accuracy of USW feasibility studies. Both Wayne and Judy indicated that USW has made process changes in USW to ensure the feasibility studies are accurate, timely and done only once. Please confirm that the revision to the feasibility for these offices do not affect the timing of price quotes. Based on my records the original feasibility was provided to ACI on February 24, 1999. This makes the price quotes due on 3/31/99. Is this consistent with your records.

Also, The CLLI code for Mesa Gilbert is MESAAZGI instead of MESAAZGL. Please correct your records reflecting the correct CLLI for this office/feasibility.

Fred

-----Original Message-----

From: Giuliana Brunner [mailto:gbrunne@uswest.com]
Sent: Wednesday, March 24, 1999 8:49 AM
To: ACI Fred Baros
Cc: ACI, Jo Gentry
Subject: ACI - Arizona Feasibility

<< File: ACI feasibility032499 responses from USW.doc >> << File: Card for Giuliana Brunner >> Fred,
attached are responses for Arizona feasibility.

CONFIDENTIAL

ACI 00028

-----Original Message-----

From: Giuliana Brunner [mailto:gbrunne@uswest.com]

Sent: Wednesday, March 03, 1999 12:05 PM

To: ACI Fred Baros

Cc: ACI, Jo Gentry

Subject: [Fwd: ACI AZ state feasibility]

RE: FEASABILITY CHANGE TO MESAAZMA BAN C91LP08

Fred,

today I have been informed of an addendum change to feasibility for the MESA, Arizona wire center of MESSAAZMA.

After the preliminary walk-through by real estate, it was discovered that the proposed location is not feasible. We will be able to provide a 10X10 cage on the 2nd floor of this building. This necessitates the addition of a BDFB near the new collocation area, and will add 30 days to our construction interval. This means that when the 50% down is received, the construction completion date will be 120 days, as opposed to the normal interval of 90. This extension is supported in the "Interconnection Agreement," section 7.4.4.2.

CONFIDENTIAL

ACI 00029

-----Original Message-----

From: Giuliana Brunner [mailto:gbrunne@uswest.com]

Sent: Friday, March 26, 1999 3:03 PM

To: ACI Fred Baros

Cc: ACI, Jo Gentry

Subject: ACI AZ CHNDAZWE

Fred,

As a follow up to my voice-mail message, feasibility for CHNDAZWE is still outstanding and I will continue my escalations on Monday. The BAN is C91LC32.

CONFIDENTIAL

ACI 00030

-----Original Message-----

From: Giuliana Brunner [mailto:gbrunne@uswest.com]
Sent: Thursday, April 01, 1999 3:46 PM
To: ACI Fred Baros
Cc: ACI, Jo Gentry
Subject: ACI feasibility for PHNXAZSE & CHANDAZWE

Fred,

RE: PHNXAZSE

To document our discussion this afternoon, this is to advise you of physical space opening in the Phoenix Southeast wire center. I need to receive your physical application ASAP in order to assure ACI receives their priority request which is always for physical space.

RE: CHNDAZWE

Feasibility for Chandler West is for five bays which are available.
The BAN is C91LC32

CONFIDENTIAL

ACI 00031

-----Original Message-----

From: Giuliana Brunner [mailto:gbrunne@uswest.com]
Sent: Friday, April 02, 1999 7:35 AM
To: ACI Fred Baros
Cc: ACI, Jo Gentry
Subject: ACI Arizona

Fred,

As a follow through to my voice-mail message of this morning:

This is sent to advise you that USW is pleased to have physical space opened in the Arizona wire centers of SCDLAZTH (BAN C91LP30) and PHNXAZMY (BAN C91LP18).

Based on ACI's priority of physical space as the first and foremost option in collocation, I am assuming you will want to cancel the current common applications. Please fax your applications for physical to me as soon as possible so I can assure you physical space. My fax number is 303 896-1287.

CONFIDENTIAL

ACI 00032

-----Original Message-----

From: Giuliana Brunner [mailto:gbrunne@uswest.com]
Sent: Friday, April 02, 1999 1:36 PM
To: ACI Fred Baros
Cc: ACI, Jo Gentry
Subject: ACI - FEASIBILITY FOR TEMPE MCCLINTOCK

Fred,

I am pleased to offer ACI the availability of five common bays in the TEMPZMC wire center. My records reflect that a quote is due to you on May 7, 1999.

--

Giuliana Brunner*U S WEST Account Mgr.*1801 California Street
#2420*DNV,CO 80202*303 896-8373*FAXx1287*"If you could kick the person
most responsible for all your
troubles, you would not be able to sit down for a week."

CONFIDENTIAL

ACI 00033

-----Original Message-----

From: Giuliana Brunner [mailto:gbrunne@uswest.com]

Sent: Friday, March 12, 1999 9:12 AM

To: ACI Fred Baros

Cc: ACI, Jo Gentry; Jeana Elijah-Asnicar

Subject: ACI: AZ Feasibility

Fred,

Attached are feasibility's for: Thunderbird, Cactus, Northeast, Mid River, Super West, and McClintock in Arizona.

Thank you

Jeana

CONFIDENTIAL

ACI 00034

ACI feasibility responses from USW
For Arizona 3/12/99

CLLI	BAN	REQUEST	RESPONSE	OPTIONS (IF APPLICABLE)
SCDLAZTH	C91LP30	PHYSICAL	NO	Cageless w/4 eqpt. bays max. is available, resubmit app if desired
PHNXAZCA	C91LP27	PHYSICAL	YES	
PHNXAZNE	C91LP26	PHYSICAL	YES	
PHNXAZMR	C91LP28	PHYSICAL	YES	
SPRSZWE	C91LP31	PHYSICAL	YES	
TEMPAZMC	C91LP29	PHYSICAL	NO	Cageless w/4 eqpt. bays max. is available, resubmit app if desired

CONFIDENTIAL

ACI 00035

-----Original Message-----

From: Giuliana Brunner [mailto:gbrunne@uswest.com]

Sent: Monday, March 22, 1999 11:37 AM

To: ACI Fred Baros

Cc: ACI, Jo Gentry; USW Sarah Maestas

Subject: ACI quotes for AZ

Fred,

This time I am pleased to announce the delivery of eight early quotes for the following Arizona wire centers:

PHNXAZEA C91LP04,

TEMPAZMA C91LP06,

MESAAZMA C91LP08,

SCDLAZSH C91LP10,

TLSNAZMA C91LP11,

SCDLAZMA C91LP12,

GLDLAZMA C91LP15 and,

PHNXAZGR C91LP16.

CONFIDENTIAL

ACI 00036



Carrier Marketing
1801 California, Room 2330
Denver, CO 80202
(303)896-1400
(303)896-9022

March 22, 1999

Fred Baros
ACI Corp.
6933 S. Revere Parkway
Englewood, CO 80112

Dear Fred,

Attached to this letter are detailed price quotes for Physical and Common Expanded Interconnection/Collocation Service for the Arizona wire centers. These price quotations do not include Expanded Interconnection Channel Termination's (EICTs) or any applicable taxes or Security monthly charges. Security will be determined by the amount of ACI Corp. employees who will receive a secure identification card for accessing the USW central office.

These price quotes will be effective for thirty (30) days from the date of this letter. This limitation is required because of fluctuating prices, cost of materials and labor.

Before any work activities can commence, the following requirements and appropriate information must be submitted to:

U S WEST Communications, Inc.
Linda Sanders
1801 California, Room 2420
Denver, Colorado 80202

- 1) A check or money order made payable to U S WEST Communications to cover the 50% down payment of the Total Nonrecurring Charges. The Total Monthly charges will be billed after the Physical Completion Form is signed. To ensure proper credit, please place the wire center CLLI code and BAN No. displayed at the top of the Price Summary form on your check or money order.
- 2) Proof of insurance.
- 3) Signature on the "Nonrecurring and Recurring Summary" quote forms.

The implementation interval for construction of your collocation request is 90 days with the exception of MESAAZMA, which is 120 days. This phase begins with the receipt of 50% of the nonrecurring charges.

If you have any questions regarding this quote prior to your implementation meeting, you can contact your Account Manager, Giuliana Brunner at 303-896-8373.

Sincerely,

Sarah Maestas
Product Manager-Collocation

cc: Jeana Elijah-Asnicar
Giuliana Brunner

CONFIDENTIAL

ACI 00037

U.S. WEST PRICE QUOTE

DATE: MARCH 18, 1999
 CLEC: ACI Corp.
 C. O.: PHOENIX GREENWAY
 CLI: PHNXAZGR
 BAN: C91LP16
 QUOTE EXPIRATION: APRIL 17, 1999

Entrance Facility PL PLTS DS3
 Entrance Facility Fib -
 Cage Enclosure 10x10
 Cage 100
 Bays -
 Base Rate Area ZONE 2
 Amps 40
 Feeds 2

COLLOCATION PRICE SUMMARY

NONRECURRING CHARGES				Unit Price	Total Price*
Rate Elements	Qty	Length/Siz	Description		
Cage Enclosure Cage	100		Cage/Sq. Ft.	\$4,654.56	\$4,654.56
Cage Enclosure HVAC**	100		Cage/Sq. Ft.	\$19,596.27	\$19,596.27
Termination for DS0's 2-Wire	600		Per Termination	\$5.19	\$3,114.00
Termination for DS1's	14		Per Termination	\$12.29	\$172.06
Termination for DS3's	4		Per Termination	\$186.25	\$745.00
Cable Racking from Space to SPOT 600		50	Per Foot/Per Term.	\$0.52	\$15,600.00
Cable Racking from Space to SPOT 14		55	Per Foot/Per Term.	\$1.04	\$800.80
Cable Racking from Space to SPOT 4		55	Per Foot/Per Term.	\$0.67	\$147.40
Power Cabling/Facilities	2	100	Per A&B, Per Foot	\$80.69	\$16,138.00
Grounding 4/0		90	Per Foot	\$10.48	\$943.20
Total Nonrecurring Charges					\$61,911.29

Total Nonrecurring Charges \$61,911.29
 0% of Total Nonrecurring Charges \$30,955.65
 Less QPF (\$2,111.51)
 50% Down Payment Amount Due \$28,844.14

**Heating, Ventilation, & Air Conditioning only

Authorized Representative _____ Date _____

By signing the quote, ACI Corp. is agreeing to abide by the terms and conditions listed herein. The signing party is also agreeing to pay the remaining quoted amounts at the conclusion of the collocation

CONFIDENTIAL

U S WEST PRICE QUOTE

DATE: MARCH 18, 1999
 CLEC: ACI Corp.
 C. O.: PHOENIX GREENWAY
 CLI: PHNXAZGR
 BAN: C91LP16
 QUOTE EXPIRATION: APRIL 17, 1999

Entrance Facility PL PLTS DS3
 Entrance Facility Fib -
 Cage Enclosure 10x10
 Cage 100
 Bays -
 Base Rate Area ZONE 2
 Amps 40
 Feeds 2

PHYSICAL COLLOCATION PRICE SUMMARY

MONTHLY RECURRING CHARGES					
Rate Elements	Qty	Length/Siz	Description.	Unit Price	Total Price*
Base Rent Area	100		Base Rent	\$2.26	\$226.00
-48 Volts DC Power Cable	40		Per Amp.	\$12.89	\$515.60
Power Cabling/Facilities	2	100	Per A&B, Per Foot	\$0.29	\$58.00
Termination for DS0's	600		Per Termination	\$0.01	\$6.00
Termination for DS1's	14		Per Termination	\$0.02	\$0.28
Termination for DS3's	4		Per Termination	\$0.31	\$1.24
Grounding 4/0	90		Per Foot	\$0.2096	\$18.86
Security*			Per Person, Per C.O.	\$6.40	\$0.00
Total Recurring Charges					\$625.98

*Security monthly elements will be assessed upon completion of your Physical Collocation.

Authorized Representative _____ Date _____

By signing the quote, ACI Corp. is agreeing to abide by the terms and conditions listed herein.
 The signing party is also agreeing to pay the remaining quoted amounts at the conclusion of the collocation

CONFIDENTIAL

U.S. WEST PRICE QUOTE

DATE: MARCH 18, 1999
 CLEC: ACI Corp.
 C. O.: MESA MAIN
 CLLI: MESAAZMA
 BAN: C91LP08

Entrance Facility PL PLTS DS3
 Entrance Facility Fib -
 Cage Enclosure 10x10
 Cage 100
 Bays -
 Base Rate Area ZONE 2
 Amps 40
 Feeds 2

QUOTE EXPIRATION: APRIL 17, 1999

COLLOCATION PRICE SUMMARY

NONRECURRING CHARGES					
Rate Elements	Qty	Length/Size	Description	Unit Price	Total Price*
Cage Enclosure Cage		100	Cage/Sq. Ft.	\$4,654.56	\$4,654.56
Cage Enclosure HVAC**		100	Cage/Sq. Ft.	\$19,596.27	\$19,596.27
Termination for DS0's 2-Wire	600		Per Termination	\$5.19	\$3,114.00
Termination for DS1's	14		Per Termination	\$12.29	\$172.06
Termination for DS3's	4		Per Termination	\$186.25	\$745.00
Cable Racking from Space to SPOT 600		320	Per Foot/Per Term.	\$0.52	\$99,840.00
Cable Racking from Space to SPOT 14		230	Per Foot/Per Term.	\$1.04	\$3,348.80
Cable Racking from Space to SPOT 4		230	Per Foot/Per Term.	\$0.67	\$616.40
Power Cabling/Facilities	2	40	Per A&B, Per Foot	\$80.69	\$6,455.20
Grounding 4/0		80	Per Foot	\$10.48	\$838.40
Total Nonrecurring Charges					\$139,380.69

Total Nonrecurring Charges \$139,380.69
 0% of Total Nonrecurring Charges \$69,690.35
 Less QPF (\$2,111.51)
 50% Down Payment Amount Due \$67,578.84

**Heating, Ventilation, & Air Conditioning only

Authorized Representative _____ Date _____

By signing the quote, ACI Corp. is agreeing to abide by the terms and conditions listed herein.
 The signing party is also agreeing to pay the remaining quoted amounts at the conclusion of the collocation

U S WEST PRICE QUOTE

DATE: MARCH 18, 1999
 CLEC: ACI Corp.
 C. O.: MESA MAIN
 CLI: MESAAZMA
 BAN: C91LP08
 QUOTE EXPIRATION: APRIL 17, 1999

Entrance Facility PL PLTS DS3
 Entrance Facility Fib -
 Cage Enclosure 10x10
 Cage 100
 Bays -
 Base Rate Area ZONE 2
 Amps 40
 Feeds 2

PHYSICAL COLLOCATION PRICE SUMMARY

MONTHLY RECURRING CHARGES					
Rate Elements	Qty	Length/Size	Description.	Unit Price	Total Price*
Base Rent Area		100	Base Rent	\$2.26	\$226.00
-48 Volts DC Power Cable	40		Per Amp.	\$12.89	\$515.60
Power Cabling/Facilities	2	40	Per A&B, Per Foot	\$0.29	\$23.20
Termination for DS0's	600		Per Termination	\$0.01	\$6.00
Termination for DS1's	14		Per Termination	\$0.02	\$0.28
Termination for DS3's	4		Per Termination	\$0.31	\$1.24
Grounding 4/0		80	Per Foot	\$0.2096	\$16.77
Security*			Per Person, Per C.O.	\$6.40	\$0.00
Total Recurring Charges					\$789.09

*Security monthly elements will be assessed upon completion of your Physical Collocation.

Authorized Representative _____ Date _____
 By signing the quote, ACI Corp. is agreeing to abide by the terms and conditions listed herein.
 The signing party is also agreeing to pay the remaining quoted amounts at the conclusion of the collocation

CONFIDENTIAL

U.S. WEST PRICE QUOTE

DATE: MARCH 18, 1999
 CLEC: ACI Corp.
 C.O.: PHOENIX EAST
 CLI: PHNXAZEA
 BAN: C91LP04
 QUOTE EXPIRATION: APRIL 17, 1999

Entrance Facility PL PLTS DS3
 Entrance Facility Fib -
 Cage Enclosure 10x10
 Cage 100
 Bays -
 Base Rate Area ZONE 2
 Amps 40
 Feeds 2

COLLOCATION PRICE SUMMARY

NONRECURRING CHARGES				Unit Price	Total Price*
Rate Elements	Qty	Length/Size	Description		
Cage Enclosure Cage	100		Cage/Sq. Ft.	\$4,654.56	\$4,654.56
Cage Enclosure HVAC**	100		Cage/Sq. Ft.	\$19,596.27	\$19,596.27
Termination for DS0's 2-Wire	600		Per Termination	\$5.19	\$3,114.00
Termination for DS1's	14		Per Termination	\$12.29	\$172.06
Termination for DS3's	4		Per Termination	\$186.25	\$745.00
Cable Racking from Space to SPOT 600	120		Per Foot/Per Term.	\$0.52	\$37,440.00
Cable Racking from Space to SPOT 14	150		Per Foot/Per Term.	\$1.04	\$2,184.00
Cable Racking from Space to SPOT 4	150		Per Foot/Per Term.	\$0.67	\$402.00
Power Cabling/Facilities	2		Per A&B, Per Foot	\$80.69	\$11,296.60
Grounding 4/0	120		Per Foot	\$10.48	\$1,257.60
Total Nonrecurring Charges					\$80,862.09

Total Nonrecurring Charges \$80,862.09
 0% of Total Nonrecurring Charges \$40,431.05
 Less QPF (\$2,111.51)
 50% Down Payment Amount Due \$38,319.54

**Heating, Ventilation, & Air Conditioning only

Authorized Representative _____ Date _____

By signing the quote, ACI Corp. is agreeing to abide by the terms and conditions listed herein.
 The signing party is also agreeing to pay the remaining quoted amounts at the conclusion of the collocation

CONFIDENTIAL

U S WEST PRICE QUOTE

DATE: MARCH 18, 1999
 CLEC: ACI Corp.
 C. O.: PHOENIX EAST
 CLLI: PHNXAZEA
 BAN: C91LP04
QUOTE EXPIRATION: APRIL 17, 1999

Entrance Facility PL PLTS DS3
 Entrance Facility Fib -
 Cage Enclosure 10x10
 Cage 100
 Bays -
 Base Rate Area ZONE 2
 Amps 40
 Feeds 2

PHYSICAL COLLOCATION PRICE SUMMARY

MONTHLY RECURRING CHARGES				Unit Price	Total Price*
Rate Elements	Qty	Length/Size	Description.		
Base Rent Area		100	Base Rent	\$2.26	\$226.00
-48 Volts DC Power Cable	40		Per Amp.	\$12.89	\$515.60
Power Cabling/Facilities	2	70	Per A&B, Per Foot	\$0.29	\$40.60
Termination for DS0's	600		Per Termination	\$0.01	\$6.00
Termination for DS1's	14		Per Termination	\$0.02	\$0.28
Termination for DS3's	4		Per Termination	\$0.31	\$1.24
Grounding 4/0		120	Per Foot	\$0.2096	\$25.15
Security*			Per Person, Per C.O.	\$6.40	\$0.00
Total Recurring Charges					<u>\$814.87</u>

*Security monthly elements will be assessed upon completion of your Physical Collocation.

Authorized Representative

Date

By signing the quote, ACI Corp. is agreeing to abide by the terms and conditions listed herein.
 The signing party is also agreeing to pay the remaining quoted amounts at the conclusion of the collocation

CONFIDENTIAL

U.S. WEST PRICE QUOTE

DATE: MARCH 18, 1999
 CLEC: ACI Corp.
 C. O.: SCOTTS DALE SHEA
 CLI: SCDLAZSH
 BAN: C91LP10
QUOTE EXPIRATION: APRIL 17, 1999

Entrance Facility PL PLTS DS3
 Entrance Facility Fib -
 Cage Enclosure 10x10
 Cage 100
 Bays -
 Base Rate Area ZONE 2
 Amps 40
 Feeds 2

COLLOCATION PRICE SUMMARY

NONRECURRING CHARGES				Unit Price	Total Price*
Rate Elements	Qty	Length/Size	Description		
Cage Enclosure Cage		100	Cage/Sq. Ft.	\$4,654.56	\$4,654.56
Cage Enclosure HVAC**		100	Cage/Sq. Ft.	\$19,596.27	\$19,596.27
Termination for DS0's 2-Wire	600		Per Termination	\$5.19	\$3,114.00
Termination for DS1's	14		Per Termination	\$12.29	\$172.06
Termination for DS3's	4		Per Termination	\$186.25	\$745.00
Cable Racking from Space to SPOT	600	55	Per Foot/Per Term.	\$0.52	\$17,160.00
Cable Racking from Space to SPOT	14	55	Per Foot/Per Term.	\$1.04	\$800.80
Cable Racking from Space to SPOT	4	55	Per Foot/Per Term.	\$0.67	\$147.40
Power Cabling/Facilities	2	140	Per A&B, Per Foot	\$80.69	\$22,593.20
Grounding 4/0		150	Per Foot	\$10.48	\$1,572.00
Total Nonrecurring Charges					<u>\$70,555.29</u>

Total Nonrecurring Charges \$70,555.29
 0% of Total Nonrecurring Charges \$35,277.65
 Less QPF (\$2,111.51)
 50% Down Payment Amount Due \$33,166.14

**Heating, Ventilation, & Air Conditioning only

Authorized Representative _____ Date _____

By signing the quote, ACI Corp. is agreeing to abide by the terms and conditions listed herein.
 The signing party is also agreeing to pay the remaining quoted amounts at the conclusion of the collocation

CONFIDENTIAL

U S WEST PRICE QUOTE

DATE: MARCH 18, 1999
 CLEC: ACI Corp.
 C.O.: SCOTTSDALE SHEA
 CLI: SCDLAZSH
 BAN: C91LP10
 QUOTE EXPIRATION: APRIL 17, 1999

Entrance Facility PL PLTS DS3
 Entrance Facility Fib -
 Cage Enclosure 10x10
 Cage 100
 Bays -
 Base Rate Area ZONE 2
 Amps 40
 Feeds 2

PHYSICAL COLLOCATION PRICE SUMMARY

MONTHLY RECURRING CHARGES					
Rate Elements	Qty	Length/Size	Description	Unit Price	Total Price*
Base Rent Area		100	Base Rent	\$2.26	\$226.00
-48 Volts DC Power Cable	40		Per Amp.	\$12.89	\$515.60
Power Cabling/Facilities	2	140	Per A&B, Per Foot	\$0.29	\$81.20
Termination for DS0's	600		Per Termination	\$0.01	\$6.00
Termination for DS1's	14		Per Termination	\$0.02	\$0.28
Termination for DS3's	4		Per Termination	\$0.31	\$1.24
Grounding 4/0		150	Per Foot	\$0.2096	\$31.44
Security*			Per Person, Per C.O.	\$6.40	\$0.00
Total Recurring Charges					\$861.76

*Security monthly elements will be assessed upon completion of your Physical Collocation.

Authorized Representative _____ Date _____
 By signing the quote, ACI Corp. is agreeing to abide by the terms and conditions listed herein.
 The signing party is also agreeing to pay the remaining quoted amounts at the conclusion of the collocation

CONFIDENTIAL

U.S. WEST PRICE QUOTE

DATE: MARCH 18, 1999
 CLEC: ACI Corp.
 C. O.: SCOTTSDALE MAIN
 CLI: SCLDAZMA
 BAN: C91LP12
 QUOTE EXPIRATION: APRIL 17, 1999

Entrance Facility PL PLTS DS3
 Entrance Facility Fib -
 Cage Enclosure 10x10
 Cage 100
 Bays -
 Base Rate Area ZONE 2
 Amps 40
 Feeds 2

COLLOCATION PRICE SUMMARY

<u>NONRECURRING CHARGES</u>					
Rate Elements	Qty	Length/Size	Description	Unit Price	Total Price*
Cage Enclosure Cage	100		Cage/Sq. Ft.	\$4,654.56	\$4,654.56
Cage Enclosure HVAC**	100		Cage/Sq. Ft.	\$19,596.27	\$19,596.27
Termination for DS0's 2-Wire	600		Per Termination	\$5.19	\$3,114.00
Termination for DS1's	14		Per Termination	\$12.29	\$172.06
Termination for DS3's	4		Per Termination	\$186.25	\$745.00
Cable Racking from Space to SPOT 600	40		Per Foot/Per Term.	\$0.52	\$12,480.00
Cable Racking from Space to SPOT 14	45		Per Foot/Per Term.	\$1.04	\$655.20
Cable Racking from Space to SPOT 4	45		Per Foot/Per Term.	\$0.67	\$120.60
Power Cabling/Facilities	2	70	Per A&B, Per Foot	\$80.69	\$11,296.60
Grounding 1/0	60		Per Foot	\$8.82	\$529.20
Total Nonrecurring Charges					\$53,363.49

Total Nonrecurring Charges \$53,363.49
 0% of Total Nonrecurring Charges \$26,681.75
 Less QPF (\$2,111.51)
 50% Down Payment Amount Due \$24,570.24

**Heating, Ventilation, & Air Conditioning only

Authorized Representative _____ Date _____

By signing the quote, ACI Corp. is agreeing to abide by the terms and conditions listed herein.
 The signing party is also agreeing to pay the remaining quoted amounts at the conclusion of the collocation

CONFIDENTIAL

U S WEST PRICE QUOTE

DATE: MARCH 18, 1999
 CLEC: ACI Corp.
 C. O.: SCOTTSDALE MAIN
 CLI: SCLDAZMA
 BAN: C91LP12
 QUOTE EXPIRATION: APRIL 17, 1999

Entrance Facility PL PLTS DS3
 Entrance Facility Fib -
 Cage Enclosure 10x10
 Cage 100
 Bays -
 Base Rate Area ZONE 2
 Amps 40
 Feeds 2

PHYSICAL COLLOCATION PRICE SUMMARY

MONTHLY RECURRING CHARGES					
Rate Elements	Qty	Length/Size	Description.	Unit Price	Total Price*
Base Rent Area	100		Base Rent	\$2.26	\$226.00
-48 Volts DC Power Cable	40		Per Amp.	\$12.89	\$515.60
Power Cabling/Facilities	2	70	Per A&B, Per Foot	\$0.29	\$40.60
Termination for DS0's	600		Per Termination	\$0.01	\$6.00
Termination for DS1's	14		Per Termination	\$0.02	\$0.28
Termination for DS3's	4		Per Termination	\$0.31	\$1.24
Grounding 1/0	60		Per Foot	\$0.1763	\$10.58
Security*			Per Person, Per C.O.	\$6.40	\$0.00
Total Recurring Charges					\$800.30

*Security monthly elements will be assessed upon completion of your Physical Collocation.

 Authorized Representative
 By signing the quote, ACI Corp. is agreeing to abide by the terms and conditions listed herein.
 The signing party is also agreeing to pay the remaining quoted amounts at the conclusion of the collocation

 Date

CONFIDENTIAL

U S WEST PRICE QUOTE

DATE: MARCH 18, 1999
 CLEC: ACI Corp.
 C. O.: TEMPE MAIN
 CLLI: TEMPAZMA
 BAN: C91LP06
 QUOTE EXPIRATION: APRIL 17, 1999

Entrance Facility PL PLTS DS3
 Entrance Facility Fib -
 Cage Enclosure 10x10
 Cage 100
 Bays -
 Base Rate Area ZONE 2
 Amps 40
 Feeds 2

COLLOCATION PRICE SUMMARY

Rate Elements	Qty	Length/Size	Description	Unit Price	Total Price*
NONRECURRING CHARGES					
Cage Enclosure Cage	100		Cage/Sq. Ft.	\$4,654.56	\$4,654.56
Cage Enclosure HVAC**	100		Cage/Sq. Ft.	\$19,596.27	\$19,596.27
Termination for DS0's 2-Wire	600		Per Termination	\$5.19	\$3,114.00
Termination for DS1's	14		Per Termination	\$12.29	\$172.06
Termination for DS3's	4		Per Termination	\$186.25	\$745.00
Cable Racking from Space to SPOT 600	170		Per Foot/Per Term.	\$0.52	\$53,040.00
Cable Racking from Space to SPOT 14	160		Per Foot/Per Term.	\$1.04	\$2,329.60
Cable Racking from Space to SPOT 4	160		Per Foot/Per Term.	\$0.67	\$428.80
Power Cabling/Facilities	2		Per A&B, Per Foot	\$80.69	\$14,524.20
Grounding 4/0	110		Per Foot	\$10.48	\$1,152.80
Total Nonrecurring Charges					\$99,757.29

Total Nonrecurring Charges \$99,757.29
 0% of Total Nonrecurring Charges \$49,878.65
 Less QPF (\$2,111.51)
 50% Down Payment Amount Due \$47,767.14

**Heating, Ventilation, & Air Conditioning only

Authorized Representative _____ Date _____
 By signing the quote, ACI Corp. is agreeing to abide by the terms and conditions listed herein.
 The signing party is also agreeing to pay the remaining quoted amounts at the conclusion of the collocation

CONFIDENTIAL

U S WEST PRICE QUOTE

DATE: MARCH 18, 1999
 CLEC: ACI Corp.
 C. O.: TEMPE MAIN
 CLI: TEMPAZMA
 BAN: C91LP06
 QUOTE EXPIRATION: APRIL 17, 1999

Entrance Facility PL PLTS DS3
 Entrance Facility Fib -
 Cage Enclosure 10x10
 Cage 100
 Bays -
 Base Rate Area ZONE 2
 Amps 40
 Feeds 2

PHYSICAL COLLOCATION PRICE SUMMARY

MONTHLY RECURRING CHARGES					
Rate Elements	Qty	Length/Size	Description	Unit Price	Total Price*
Base Rent Area		100	Base Rent	\$2.26	\$226.00
-48 Volts DC Power Cable	40		Per Amp.	\$12.89	\$515.60
Power Cabling/Facilities	2	90	Per A&B, Per Foot	\$0.29	\$52.20
Termination for DS0's	600		Per Termination	\$0.01	\$6.00
Termination for DS1's	14		Per Termination	\$0.02	\$0.28
Termination for DS3's	4		Per Termination	\$0.31	\$1.24
Grounding 4/0		110	Per Foot	\$0.2096	\$23.06
Security*			Per Person, Per C.O.	\$6.40	\$0.00
Total Recurring Charges					\$824.38

*Security monthly elements will be assessed upon completion of your Physical Collocation.

Authorized Representative _____

Date _____

By signing the quote, ACI Corp. is agreeing to abide by the terms and conditions listed herein.
 The signing party is also agreeing to pay the remaining quoted amounts at the conclusion of the collocation

CONFIDENTIAL

U.S. WEST PRICE QUOTE

DATE: MARCH 18, 1999
 CLEC: ACI Corp.
 C. O.: TOLLESON
 CLI: TLSNAZMA
 BAN: C91LP11
QUOTE EXPIRATION: APRIL 17, 1999

Entrance Facility PL PLTS DS3
 Entrance Facility Fib -
 Cage Enclosure 10x10
 Cage 100
 Bays -
 Base Rate Area ZONE 2
 Amps 40
 Feeds 2

COLLOCATION PRICE SUMMARY

Rate Elements	Qty	Length/Size	Description	Unit Price	Total Price*
Cage Enclosure Cage		100	Cage/Sq. Ft.	\$4,654.56	\$4,654.56
Cage Enclosure HVAC**		100	Cage/Sq. Ft.	\$19,596.27	\$19,596.27
Termination for DS0's 2-Wire	600		Per Termination	\$5.19	\$3,114.00
Termination for DS1's	14		Per Termination	\$12.29	\$172.06
Termination for DS3's	4		Per Termination	\$186.25	\$745.00
Cable Racking from Space to SPOT	600		Per Foot/Per Term.	\$0.52	\$18,720.00
Cable Racking from Space to SPOT	14		Per Foot/Per Term.	\$1.04	\$873.60
Cable Racking from Space to SPOT	4		Per Foot/Per Term.	\$0.67	\$160.80
Power Cabling/Facilities	2	120	Per A&B, Per Foot	\$80.69	\$19,365.60
Grounding 4/0		120	Per Foot	\$10.48	\$1,257.60
Total Nonrecurring Charges					\$68,659.49

Total Nonrecurring Charges \$68,659.49
 0% of Total Nonrecurring Charges \$34,329.75
 Less QPF (\$2,111.51)
 50% Down Payment Amount Due \$32,218.24

**Heating, Ventilation, & Air Conditioning only

Authorized Representative _____ Date _____

By signing the quote, ACI Corp. is agreeing to abide by the terms and conditions listed herein.
 The signing party is also agreeing to pay the remaining quoted amounts at the conclusion of the collocation

CONFIDENTIAL

U S WEST PRICE QUOTE

DATE: MARCH 18, 1999
 CLEC: ACI Corp.
 C. O.: TOLLESON
 CLI: TSNZMA
 BAN: C91LP11
 QUOTE EXPIRATION: APRIL 17, 1999

Entrance Facility PL PLTS DS3
 Entrance Facility Fib -
 Cage Enclosure 10x10
 Cage 100
 Bays -
 Base Rate Area ZONE 2
 Amps 40
 Feeds 2

PHYSICAL COLLOCATION PRICE SUMMARY

MONTHLY RECURRING CHARGES					
Rate Elements	Qty	Length/Size	Description	Unit Price	Total Price*
Base Rent Area	100		Base Rent	\$2.26	\$226.00
-48 Volts DC Power Cable	40		Per Amp.	\$12.89	\$515.60
Power Cabling/Facilities	2	120	Per A&B, Per Foot	\$0.29	\$69.60
Termination for DS0's	600		Per Termination	\$0.01	\$6.00
Termination for DS1's	14		Per Termination	\$0.02	\$0.28
Termination for DS3's	4		Per Termination	\$0.31	\$1.24
Grounding 4/0		120	Per Foot	\$0.2096	\$25.15
Security*			Per Person, Per C.O.	\$6.40	\$0.00
Total Recurring Charges					\$843.87

*Security monthly elements will be assessed upon completion of your Physical Collocation.

Authorized Representative _____ Date _____

By signing the quote, ACI Corp. is agreeing to abide by the terms and conditions listed herein.
 The signing party is also agreeing to pay the remaining quoted amounts at the conclusion of the collocation

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U.S. WEST PRICE QUOTE

DATE: MARCH 18, 1999
 CLEC: ACI Corp.
 C. O.: GLENDALE
 CLLI: GLDLAZMA
 BAN: C91LP15

Entrance Facility PL PLTS DS3
 Entrance Facility Fib -
 Cage Enclosure 10x10
 Cage 100
 Bays -
 Base Rate Area ZONE 2
 Amps 40
 Feeds 2

QUOTE EXPIRATION: APRIL 17, 1999

COLLOCATION PRICE SUMMARY

Rate Elements	Qty	enpth/Siz	Description	Unit Price	Total Price*
Cage Enclosure Cage	100		Cage/Sq. Ft.	\$4,654.56	\$4,654.56
Cage Enclosure HVAC**	100		Cage/Sq. Ft.	\$19,596.27	\$19,596.27
Termination for DS0's 2-Wire	600		Per Termination	\$5.19	\$3,114.00
Termination for DS1's	14		Per Termination	\$12.29	\$172.06
Termination for DS3's	4		Per Termination	\$186.25	\$745.00
Cable Racking from Space to SPOT 600	60		Per Foot/Per Term.	\$0.52	\$18,720.00
Cable Racking from Space to SPOT 14	25		Per Foot/Per Term.	\$1.04	\$364.00
Cable Racking from Space to SPOT 4	25		Per Foot/Per Term.	\$0.67	\$67.00
Power Cabling/Facilities	2		Per A&B, Per Foot	\$80.69	\$16,138.00
Grounding 4/0	90		Per Foot	\$10.48	\$943.20
Total Nonrecurring Charges					\$64,514.09

Total Nonrecurring Charges \$64,514.09
 0% of Total Nonrecurring Charges \$32,257.05
 Less QPF (\$2,111.51)
 50% Down Payment Amount Due \$30,145.54

**Heating, Ventilation, & Air Conditioning only

Authorized Representative _____

Date _____

By signing the quote, ACI Corp. is agreeing to abide by the terms and conditions listed herein.
 The signing party is also agreeing to pay the remaining quoted amounts at the conclusion of the collocation

CONFIDENTIAL

U S WEST PRICE QUOTE

DATE: MARCH 18, 1999
 CLEC: ACI Corp.
 C. O.: GLENDALE
 CLI: GLDLAZMA
 BAN: C91LP15
 QUOTE EXPIRATION: APRIL 17, 1999

Entrance Facility PL PLTS DS3
 Entrance Facility Fib -
 Cage Enclosure 10x10
 Cage 100
 Bays -
 Base Rate Area ZONE 2
 Amps 40
 Feeds 2

PHYSICAL COLLOCATION PRICE SUMMARY

MONTHLY RECURRING CHARGES					
Rate Elements	Qty	ength/Size	Description.	Unit Price	Total Price*
Base Rent Area		100	Base Rent	\$2.26	\$226.00
-48 Volts DC Power Cable	40		Per Amp.	\$12.89	\$515.60
Power Cabling/Facilities	2	100	Per A&B, Per Foot	\$0.29	\$58.00
Termination for DS0's	600		Per Termination	\$0.01	\$6.00
Termination for DS1's	14		Per Termination	\$0.02	\$0.28
Termination for DS3's	4		Per Termination	\$0.31	\$1.24
Grounding 4/0		90	Per Foot	\$0.2096	\$18.86
Security*			Per Person, Per C.O.	\$6.40	\$0.00
Total Recurring Charges					<u>\$825.98</u>

*Security monthly elements will be assessed upon completion of your Physical Collocation.

 Authorized Representative
 By signing the quote, ACI Corp. is agreeing to abide by the terms and conditions listed herein.
 The signing party is also agreeing to pay the remaining quoted amounts at the conclusion of the collocation

 Date

CONFIDENTIAL

-----Original Message-----

From: fbaros@rhythms.net [mailto:fbaros@rhythms.net]
Sent: Thursday, April 01, 1999 9:49 AM
To: gbrunne@uswest.com; jelijah@uswest.com
Cc: jgentry@acicorp.net
Subject: RE: ACI quotes for Arizona
Importance: High

Guili,

Based on an application date of January 26, 1999 ACI's records reflect that feasibility reports for these offices were due on February 16, 1999 but were not received until 2/24/99. Subsequently, the Price Quotes were due on March 23, 1999 however, these quotes were not received until 3/31/99.

ACI is concerned that USW is consistently missing contractual time commitments causing extensions to and delays in ACI's ability to enter the market. This practice simply can not be tolerated because it causes ACI to miss commitments to its end user customers. Based on ACI's records these offices are scheduled for cage turn over on or, around June 23, 1999. Please confirm that USW intends to absorb the delays caused by late feasibility and price quotes in its cage construction schedule providing cage turn over per contractual obligation on 6/23/99.

Thanks

Fred

-----Original Message-----

From: Giuliana Brunner [mailto:gbrunne@uswest.com]
Sent: Wednesday, March 31, 1999 10:25 AM
To: ACI Fred Baros
Cc: ACI, Jo Gentry
Subject: ACI quotes for Arizona

Fred,

Attached are the quotes and product management letter for the following offices in Arizona:

- PHNXAZNO

CONFIDENTIAL
ACI 00054

* PHNXAZNW

* PHNXAZSO

• PHNXAZSY

* PHNXAZWE

CONFIDENTIAL

ACI 00055

-----Original Message-----

From: fbaros@rhythms.net [mailto:fbaros@rhythms.net]
Sent: Thursday, April 01, 1999 11:06 AM
To: gbrunne@uswest.com; Elijah@uswest.com
Cc: jgentry@acicorp.net
Subject: Outstanding Price Quotes for Arizona

Guili,

In looking through our records, ACI found that price quotes for the CLLIs, listed below, were due on or around March 23, 1999. Can you confirm when we can expect to receive those price quotes?

Thank you,

Fred Baros

Outstanding CLLIs
CHNDAZWE Chandler West
DRVYAZNO Phoenix DR Valley
MESAAZGI Gilbert
PHNXAZMY Phoenix Maryvale
PHNXAZSE Phoenix Southeast

CONFIDENTIAL

ACI 00056

-----Original Message-----

From: Giuliana Brunner [mailto:gbrunne@uswest.com]
Sent: Thursday, April 01, 1999 11:58 AM
To: fbaros@rhythms.net
Cc: jelijah@uswest.com; jgentry@acicorp.net
Subject: Re: ACI quotes for Arizona

Fred,

Due to the urgency of your request below, I have pulled all records for the offices of PHNXAZNO, PHNXAZNW, PHNXAZSO, PHNXAZSY, and PHNXAZWE. My validation confirms that ACI's application form reflects the date of Janaury 26, 1999.

However, on Wednesday, Febraury 3, 1999, you faxed to Jeana Elijah-Asnicar a copy of the signed paraellel process agreement for Arizona in order to begin the processing of orders. Until Febraury 3, 1999, USW did not have a contract or parallel process with ACI, and could not process applications. The offices listed above are on track with quotes being delivered within the contractual time frames.

The parallel process is a modified policy implemented by USW in order to assist co-providers in entering the market more quickly. ACI can refer to this in the Collocation Bulletin dated Janaury 1999, Volume I, Issue I. A paper copy of this was delivered to you during our Minneapolis kick-off meeting on March 12, 1999. Electronic copies can also be found on the customer web-site.

fbaros@rhythms.net wrote:

> Guili,
>
> Based on an application date of January 26, 1999 ACI's records reflect that
> feasibility reports for these offices were due on February 16, 1999 but were
> not received until 2/24/99. Subsequently, the Price Quotes were due on
> March 23, 1999 however, these quotes were not received until 3/31/99.

ACI 00057

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>
> ACI is concerned that USW is consistently missing contractual time
> commitments causing extensions to and delays in ACI's ability to enter the
> market. This practice simply can not be tolerated because it causes ACI
> to
> miss commitments to its end user customers. Based on ACI's records these
> offices are scheduled for cage turn over on or, around June 23, 1999.
> Please confirm that USW intends to absorb the delays caused by late
> feasibility and price quotes in its cage construction schedule providing
> cage
> turn over per contractual obligation on 6/23/99.

>
>
> Thanks

>
>
> Fred

>
>
> -----Original Message-----
> From: Giuliana Brunner [mailto:gbrunne@uswest.com]
> Sent: Wednesday, March 31, 1999 10:25 AM
> To: ACI Fred Baros
> Cc: ACI, Jo Gentry
> Subject: ACI quotes for Arizona

> Fred,

>
> Attached are the quotes and product management letter for the following
> offices in Arizona:

>
> * PHNXAZNO
>
> * PHNXAZNW
>
> * PHNXAZSO
>
> * PHNXAZSY
>
> * PHNXAZWE

CONFIDENTIAL

ACI 00058

-----Original Message-----

From: jwiesner@rhythms.net [mailto:jwiesner@rhythms.net]
Sent: Wednesday, April 07, 1999 10:40 AM
To: gbrunne@uswest.com; fbaros@rhythms.net
Cc: jelijah@uswest.com; jgentry@acicorp.net
Subject: RE: ACI quotes for Arizona

Guili,

This e-mail is in follow-up to last week's correspondence, included below, regarding the reason for delayed receipt of price quotes in Arizona.

Based on the premise that the parallel processing agreement was not effective until February 3, 1999 and therefore USW was still within the contractual guidelines, ACI's records show that the price quotes should have been received on March 31, 1999 (rather than the originally projected date of March 23, 1999) for the following CO sites:

CLLI	Location Name
CHNDAZWE	Chandler West
DRVYAZNO	Phoenix DR Valley
MESAAZGI	Gilbert
PHNXAZMY	Phoenix Maryvale
PHNXAZSE	Phoenix Southeast

The continued delay in receiving the price quote information can ultimately jeopardize our cage turnovers scheduled to occur on or around June 23, 1999. Please confirm when we can expect to receive the price quotes for the above mentioned locations.

Thank you,

Jill Wiesner

Jill Wiesner
Rhythms, Process Manager
(303) 876-6029
jwiesner@acicorp.net

> -----Original Message-----

> From: Giuliana Brunner [mailto:gbrunne@uswest.com]
> Sent: Thursday, April 01, 1999 11:58 AM
> To: fbaros@rhythms.net

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ACI 00059

> Cc: jelijah@uswest.com; jgentry@acicorp.net
> Subject: Re: ACI quotes for Arizona
>
> Fred,
>
> Due to the urgency of your request below, I have pulled all records for
> the offices of PHNXAZNO, PHNXAZNW, PHNXAZSO, PHNXAZSY, and PHNXAZWE. My
> validation confirms that ACI's application form reflects the date of
> Janaury 26, 1999.
> However, on Wednesday, Febraury 3, 1999, you faxed to Jeana
> Elijah-Asnicar a copy of the signed paraellel process agreement for
> Arizona in order to begin the processing of orders. Until Febraury 3,
> 1999, USW did not have a contract or parallel process with ACI, and could
> not process applications. The offices listed above are on track with
> quotes being delivered within the contractual time frames.
> The parallel process is a modified policy implemented by USW in order to
> assist co-providers in entering the market more quickly. ACI can refer to
> this in the Collocation Bulletin dated Janaury 1999, Volume I, Issue I.
> A paper copy of this was delivered to you during our Minneapolis kick-off
> meeting on March 12, 1999. Electronic copies can also be found on the
> customer web-site.
>
>
> fbaros@rhythms.net wrote:
> > Guili,
> >
> > Based on an application date of January 26, 1999 ACI's records
> reflect that
> > feasibility reports for these offices were due on February 16,
> 1999 but were
> > not received until 2/24/99. Subsequently, the Price Quotes were
> due on
> > March 23, 1999 however, these quotes were not received until
> 3/31/99.
> >
> > ACI is concerned that USW is consistently missing contractual time
> > commitments causing extensions to and delays in ACI's ability to
> enter the
> > market. This practice simply can not be tolerated because it
> causes ACI to
> > miss commitments to its end user customers. Based on ACI's
> records these
> > offices are scheduled for cage turn over on or, around June 23,
> 1999.
> > Please confirm that USW intends to absorb the delays caused by
> late
> > feasibilty and price quotes in its cage construction schedule
> providing cage
> > turn over per contractual obligation on 6/23/99.
> >
> >
> > Thanks
> >
> >

CONFIDENTIAL

ACI 00060

> > Fred
> >
> >
> > -----Original Message-----
> > From: Giuliana Brunner [mailto:gbrunne@uswest.com]
> <mailto:[mailto:gbrunne@uswest.com]>
> > Sent: Wednesday, March 31, 1999 10:25 AM
> > To: ACI Fred Baros
> > Cc: ACI, Jo Gentry
> > Subject: ACI quotes for Arizona
> >
> > Fred,
> >
> > Attached are the quotes and product management letter for the
> following
> > offices in Arizona:
> >
> > * PHNXAZNO
> >
> > * PHNXAZNW
> >
> > * PHNXAZSO
> >
> > * PHNXAZSY
> >
> > * PHNXAZWE

CONFIDENTIAL

ACI 00061

SENT VIA E-MAIL, FAX AND U S POSTAL

March 26, 1999

Wayne Spohn
General Manager, Wholesale Local Markets
U S WEST Communications
1801 California, Suite 2420
Denver, CO 80202

Subject: USWC Collocation Issues

Dear Wayne

I am asking for your assistance and immediate resolution of the following issues. I have detailed several state specific collocation problems that ACI Corp has previously brought to your team's attention and the issues are still unresolved.

USWC OPERATIONAL ISSUES

1. USWC's Collocation Application, page 6, asks for first collocation choice (i.e., physical) and second choice if first is not available. USWC does not use this second choice information and requires re-submittal of the collocation application when physical is denied, USWC then requires the time clock to start over. This is after USWC was late in meeting the initial 15 business day feasibility due date.
*ACI requests that USWC utilize the initial submission date to establish the timeline and bring all affected collocations back into contractual due date timeline.
2. Confirmation that USWC's collocation feasibility process/database information is accurate. ACI is requesting a physical review of each central office by USWC, prior to refusal of physical and/or common space. USWC would provide confirmation that actual verification has taken place and in fact space is not available. In addition, ACI is requesting a tour (with USW technicians present) of all COs where physical collocation is denied.
3. ACI has requested that synchronization be removed from the recurring monthly collocation bills.
*Remove this charge from existing collocation recurring price quotes and revise USW records to ensure monthly billing omits charges for synchronization.
4. ACI has asked repeatedly for technical and engineer confirmation of each of the length and volumes (quantities) that appear on the collocation

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ACI 00062

nonrecurring bill for each central office.

*ACI requests a full audit of all offices after construction is completed to verify the NRC and recurring charges (e.g., racking; power, security, etc) are appropriate.

SEATTLE

1. Bellevue Glen Court – NO SPACE available
*USWC confirmation of database accuracy and ability for ACI to walk this central office

4. 4 offices without cable specs (e.g., TACMWAWA; FDWYWA01; MPVYWAMV; PLYPWA01), USWC's delay in providing these lengths has delayed cage turn over dates by several weeks
*ACI requests the cable lengths immediately be provided and these offices immediately brought back into USWC's committed timeline.

5. First group of 5 offices, 4 received two weeks late (rec'd 3/24), second set due 3/25 no date received...dates are slipping even from USWC's extended dates that were outside contract timeframes
*ACI requests these offices immediately be brought back into USWC's committed timeline

6. Seattle West (5th of original 5 committed for 3/9): USWC provided incorrect cable lengths, resulting in one additional week delay (three total weeks delay).
*ACI requests full credit for cable purchased and not useable due to USWC error and central office collocation brought back into timeline.

PORTLAND

1. Three offices (Portland Cherry; Oregon City; Lake Oswego) no space
*ACI has filed a complaint with the Oregon PUC.

2. ACI has requested APOT (e.g., CFA information) USWC negligent in providing information as committed previously.
*USWC immediately provide data and expedite any delays as a result of late information

DENVER

1. Curtis Park: USWC's requirement for re-submittal of application and refusal to accept 50% down payment to allow for construction to begin.
*ACI requests that USWC immediately accept 50% down payment and bring Curtis Park back into original due date timeline.

MINNEAPOLIS

1. 9 of 30 offices delayed additional 30 days by USWC, due to delayed notification

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ACI 00063

of need to augment power. ACI submitted initial apps January 8-14 and not advised of power issue until March 8

*ACI requests these 9 offices be brought back into original due date timeline.

1. 11 of 30 offices no physical space
*ACI request a walk through and confirmation that indeed no physical space is available.
2. Blaine central office, initial app for physical submitted 11/25, USWC advised no space available thus ACI resubmitted 1/6 via Fed Ex, USWC could not find and required resubmission 3/17 and USWC advised new due date timeline required.
*ACI requests this office be brought back into original due date timeline.

PHOENIX

1. Mesa Main, original app filed 1/26, feasibility received 2/18, on 3/3 USWC advised that space now will be on 2nd floor and USWC needs to add new BDFB and required a 30 day extension in due date
*ACI requests this office be brought back into original due date timeline.
2. 7 of 26 offices no physical space
*ACI request a walk through and confirmation that indeed no physical space is available and in some situation limited common. This request is essential due to the duplicate feasibility reports sent by USWC that conflict. 2/24 USWC advised DRVYAZNO [4 bays], PHNXAZSE [4 bays], PHNXAZMY [4 bays], CHNDAZWE [2 bays], MESAAZGI [4 bays] had limited common space available and required the applications resubmitted. On 3/24 USWC advised that all but CHNDAZWE now had 5 bays available and indicated CHNDAZWE "reviewing response for cageless, will have response no later than 3/26/99". Two full months from our initial application and ACI still does not know what space is available to ACI.

Please respond by Wednesday, March 31, 1999 indicating how and when USWC is willing to comply with this request for assistance.

Sincerely,

Jo Gentry
ACI, Director Carrier Relations
6933 South Revere Parkway
Englewood, CO 80112.

jgentry@acicorp.net

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Exhibit 2

BLUMENFELD & COHEN

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May 21, 1999

BY TELECOPIER AND FEDERAL EXPRESSCharles W. Steese
US WEST, Inc.
1801 California Street, Suite 5100
Denver, Colorado 80202**Re: Arizona § 271 Docket No. U-0000-97-238**

Dear Mr. Steese:

Following our conference on May 4, 1999 to meet and confer with respect to ACI Corp. ("ACI")'s responses to Attachments A and B from the Arizona Corporation Commission (the "Commission")'s May 27, 1999 Procedural Order (Decision No. 60218), served on US West, Inc. ("US WEST") on April 20, 1999, ACI clarifies its responses as follows:

Attachment A, Question 7:

Previous Response: ACI has compiled no such reports, studies or analyses in the past year that are responsive to this data request.

Clarified Response: ACI has compiled no reports, studies or analyses in the past year that contain data with respect to its potential market share in the future.

Attachment A, Questions 9-10:

Previous Responses: (9) ACI is in no possession of no information demonstrating that any authorization of US West to provide interLATA service will carried out in accordance with the requirements of federal law; (10) ACI does not have such evidence.

(PRI) 5.21.99 18:27/ST.18:26/NO.4261814205 P 2

FROM BLUMENFELD & COHEN TECHNOLOGY LAW

MAY 27 '99 13:48

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BLUMENTFELD & COHEN

Charles Steese

May 21, 1999

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Clarified Responses: (9) ACI is in no possession of no information demonstrating that any authorization of US West to provide interLATA service will be carried out in accordance with the requirements of federal law, nor is it in possession of any information demonstrating that any authorization of US West to provide interLATA service will not be carried out in accordance with the requirements of federal law; (10) ACI is in possession of no information demonstrating that any authorization of US West to provide interLATA service will or will not be in the public interest as required under Section 271(d)(3)(c).

With respect to your other inquires, specifically subsections (e), (f) and (g) of Questions 3 through 5 in Attachment A, and in Question 4 (a) (b) and (d), Question 5 (a) (b) and (d), Question 6 (a) (b) and (d), Question 7 (a) and (d), Question 7i (a) and (d), Question 7ii (c), Question 7iii (c), Question 10(c), Question 11 (a) and (d), and Question 12(a) of Attachment B, since the meet and confer we have conferred with the client, but at this point we do not have anything else to submit except a few additional documents that we will produce next week. With respect to Question 14 (a) of Attachment B, at this point we have not been able to complete our investigation.

I believe this address all the issues that you raised to ACI's responses to Attachments A & B. Please call me if you believe there are additional items which need to be addressed.

Sincerely,



Colin M. Alberts

cc: Tom Campbell