

**Second Amendment to Interconnection Agreement
Between
TSS Digital Services, LLC
and
U S WEST Communications, Inc.**

This Second Amendment ("Second Amendment") is made and entered into by and between U S WEST Communications, Inc. ("USWC") and TSS Digital Services, LLC ("TSS").

RECITALS

USWC and Covad Communications Company ("Covad") entered into an Interconnection Agreement that was approved by the Washington Utilities and Transportation Commission ("Commission") on April 22, 1998 (the "Agreement"); and

USWC and Covad entered into a First Amendment to the Agreement that was approved by the Commission on September 30, 1998; and

USWC and Covad entered into a Second Amendment to the Agreement that was approved by the Commission on March 10, 1999; and

USWC and TSS wish to amend the Agreement under the terms and conditions contained herein.

AGREEMENT

In consideration of the mutual promises and advantages to the parties, the parties incorporate by reference and agree to the accuracy of the above recitals and further agree as follows:

1. DESCRIPTION OF AMENDMENT AND MODIFICATIONS:

Section 3, Definitions is hereby amended as follows:

Section 3.22, the definition for "Interconnection" is deleted in its entirety.

Sections 3.23 through 3.41 are renumbered.

Section 3.42, the definition for Single Point of Termination frame ("SPOT frame") is added as follows:

3.42 Single Point of Termination frame ("SPOT frame") is an intermediate distribution frame or appropriate cross connect device which is the standard demarcation point between TSS and USWC owned network facilities and equipment, as well as, the demarcation point between USWC's unbundled network elements and TSS' collocated equipment.

Section 4.4 is amended by adding new language to the end of the existing paragraph as follows:

“The Parties agree that TSS shall only pay the specific charges set forth in Appendix A; provided however, USWC will only be required to provide those services or elements as set forth in Appendix A. The Parties agree that all charges for Loops, Dedicated Transport and Collocation are expressly set forth in Appendix A. In the event the Parties have inadvertently made errors in Appendix A, the Parties agree to mutually correct such errors expeditiously.”

Section 6.1 is amended by deleting the subheading “Definition” and replacing it with a new subheading “Exchange of Local Traffic”.

Section 6.1.2 is deleted in its entirety and replaced with the following:

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, including cross-connection of USWC Loops to TSS equipment and USWC dedicated transport to TSS equipment as described in Sections 7.4 and 7.5 below, and the location of the signaling transfer points necessary to exchange traffic and access call related databases.

Section 6.4 is deleted in its entirety and replaced with the following:

6.4 Entrance Facility (EF2)

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 switch location. Entrance facilities may not extend beyond the area described by the provider's serving Wire Center. The rates for entrance facilities (EF2) are provided in Appendix A. Entrance facilities may not be connected to USWC's unbundled Network Elements; provided however, USWC shall connect USWC unbundled Network Elements, including dedicated transport, to TSS' collocated equipment as provided for in Entrance Facility (EF1).

Section 7.1.4 is amended in the second sentence by deleting the following words “and remote switching equipment to the extent that the remote switching equipment is not intended to bypass switched access using USWC switching elements.” The remainder of the paragraph is unchanged.

The existing Section 7.1.5 is renumbered to 7.1.6 and a new Section 7.1.5 is added as follows:

7.1.5 USWC believes that it is currently not required by law or FCC regulations or decisions to allow Collocation of switching equipment. To the extent that the law is changed to require Collocation of switching and/or ATM equipment, USWC will allow TSS to collocate such equipment unless/until such requirement is stayed or reversed on appeal. Upon the issuance of an FCC decision requiring that ILECs permit CLECs to collocate equipment with switching and/or ATM functionalities,

USWC shall permit TSS to collocate ATM equipment and related equipment. In the event TSS collocates switching equipment pursuant to a change in the law, and such law is subsequently permanently stayed or reversed on appeal, TSS will remove all collocated switching equipment at its own expense within one hundred eighty (180) days of such stay or reversal and USWC shall cooperate fully with TSS by providing timely dedicated transport connections and taking any other reasonably required steps to relocate such equipment in a manner that does not disrupt any of TSS' existing services.

Section 7.3.8.7 is hereby deleted in its entirety and replaced with the following:

7.3.8.7 USWC shall install and pre-provision copper cable from USWC's cross connect device to TSS' mini-MDF, where present, in its Collocation space.

Section 7.3.9.1 is deleted in its entirety and replaced with the following:

7.3.9.1 Determine who constructs the cage, when requested by TSS, or enclosure for the physical space.

Section 7.3.9.2 is amended by deleting the third paragraph in its entirety and replacing it with the following:

Where applicable, procure and provide all necessary cable and connectors from the Collocation space to the USWC cross connection device.

Section 7.4.1 is amended by adding the following sentences to the end of the existing paragraph as follows:

"USWC shall provide such space in an efficient manner that minimizes the time and costs. For example, USWC shall provide space, where available, in existing USWC line ups, under existing cable racking and ironwork, where there is existing HVAC and proximately available power supplies."

Section 7.4.2 is deleted in its entirety and replaced with the following:

7.4.2 TSS may place and maintain its own equipment in Common Collocation space at its own expense. Common Collocation will allow TSS to connect its facilities to USWC unbundled elements via the SPOT frame where such a frame exists. USWC shall not be required to build a SPOT frame in any central office.

Section 7.4.3 is amended at the second sentence by adding the words "or USWC" following the word "CLEC" and before the words "equipment bays".

Section 7.4.4 is deleted in its entirety.

Section 7.5.1.1 is deleted in its entirety and replaced with the following:

7.5.1.1 The SPOT frame is located in common space within USWC's central office. The SPOT frame consists of DS0, DS1, DS3 tie cables, terminations on the SPOT frame and terminations on the applicable USWC frame.

Section 7.5.1.2 is deleted in its entirety and replaced with a new Section 7.5.1.2 and Subsection 7.5.1.2.1 as follows:

7.5.1.2 USWC agrees to perform the cross connects for TSS at the appropriate cross connect device, as described in Section 7.5.1.2.1 below, subject to all of the provisions of this section. The Parties agree that there is a difference between recombining all USWC unbundled Network Elements and combining some USWC unbundled Network Elements with TSS' collocated equipment. Among other things, however, the Parties disagree as to whether both recombining all or combining some unbundled Network Elements are within the scope of the pending appeal to the Supreme Court of the 8th Circuit Court of Appeals decision regarding combinations of unbundled Network Elements. Notwithstanding this disagreement, USWC agrees that TSS is entitled to certainty in its relationship with USWC as to combination of some USWC unbundled Network Elements to TSS' collocated equipment. Thus, without waiving any of their legal rights, factual contentions, or arguments concerning the proper application of fact and law, the Parties agree that USWC will perform the cross connects for TSS, as described in Section 7.5.1.2.1 below, until the date of the Supreme Court's ruling on the 8th Circuit Court of Appeals decision, December 31, 2000, or the date the arbitration discussed below, if any, is concluded, whichever date is the last to occur. Responsibility for cross connects after this date must be renegotiated by the Parties, and either Party may seek renegotiation of responsibility for cross connects as early as June 1, 2000. In the event the Parties cannot agree as to responsibility for cross connects during such renegotiation, the Parties agree to: (1) arbitrate the issue under the Dispute Resolution clause of this Agreement; and (2) take all reasonable steps to ensure resolution of the arbitration by December 31, 2000; provided, however, that USWC will continue to perform the cross connects for TSS until the arbitration is concluded. In the event the Parties do not mutually agree to a different arrangement by December 31, 2000 and neither Party invokes the Dispute Resolution clause then USWC will continue to perform the cross connections as set forth herein.

7.5.1.2.1 USWC shall perform the cross connects of USWC unbundled Loops and Dedicated Transport to TSS collocated equipment utilizing the Expanded Interconnection Channel Terminations ("EICTs") on the appropriate cross connect device. The Parties agree that the charges for such cross connections (EICT) are included in Appendix A. TSS and USWC agree that TSS will cross connect USWC unbundled Network Elements to USWC unbundled Network Elements at the appropriate cross connect device. The Parties shall work cooperatively to ensure that TSS orders and USWC provisions unbundled Loops and Dedicated Transport in conjunction with their corresponding EICT, in which case the EICT nonrecurring charge is waived.

Section 7.5.1.3 is deleted in its entirety and replaced with the following:

7.5.1.3 USWC will provide TSS with access to the Central Office for the purpose of running jumpers on the SPOT frame when needed to install, maintain, operate or

upgrade TSS equipment. This access will be equal to the access USWC provides itself for similar purposes.

Section 7.5.1.4 is deleted in its entirety and replaced with the following:

7.5.1.4 The SPOT frame or the applicable USWC frame will be the location where all USWC unbundled Network Elements and USWC's equipment are terminated. TSS may run jumpers on the SPOT frame to make connections in two basic types of configurations:

USWC unbundled Network Elements to USWC unbundled Network Elements;

TSS' equipment to another Co-Provider's equipment.

Section 7.5.1.5 is amended by adding the following sentences to the end of the existing paragraph.

"The demarcation point shall include an acceptable non-intrusive connector block equipped with continuity coils for testing, such that a jumper lift will not normally be required. Any modification to this testing capability shall be mutually agreed upon by the Parties."

Section 7.5.4 is deleted in its entirety and replaced with the following:

7.5.4 TSS will maintain assignment records for the terminations of TSS' equipment on the SPOT frame or applicable USWC frame. TSS will maintain the assignment records for those frame addresses involved in connecting TSS' equipment to USWC unbundled Network Elements and the USWC unbundled Network Elements connected to USWC unbundled Network Elements. TSS will transmit to USWC the appropriate frame assignment information for the cross connect on the unbundled Loop order.

Section 7.5.5 is deleted in its entirety and replaced with the following:

7.5.5 TSS will be required to make the jumper wire connection between frame addresses to complete TSS' circuit where TSS seeks to combine USWC unbundled Network Elements to each other and not to TSS' collocated equipment. Where TSS seeks to connect its equipment to USWC's unbundled Network Elements, USWC shall run all necessary jumpers and make all cross connections.

Section 7.5.6 is deleted in its entirety.

Section 7.5.7, Ordering, is renumbered to 7.5.6.

Section 7.5.7.1 is deleted in its entirety and replaced with a new paragraph and renumbered as Section 7.5.6.1 as follows:

7.5.6.1 When TSS submits a Collocation request, USWC will respond confirming space availability for such request within twenty one (21) calendar days,

or sooner, on a best effort basis. Within thirty (30) business days of USWC providing the space availability confirmation to TSS, TSS will accept or reject the USWC confirmation. Acceptance by TSS shall require payment to USWC, fifty percent (50%) of the flat rated charges set forth in Appendix A; the remaining fifty percent (50%) shall be paid upon delivery of the Common Collocation space to TSS.

Section 7.5.7.2 is deleted in its entirety and replaced with a new paragraph and renumbered as Section 7.5.6.2 as follows:

7.5.6.2 Pursuant to the completion of the requirements specified in Section 7.5.6.1, above, the Common Collocation space shall be made available where space and power are readily available within 45 calendar days. Where space or power are not readily available, the Common Collocation space shall be made available in 90 calendar days. USWC shall use its best efforts to deliver fifty percent (50%) of all Common Collocation space orders in batches of ten (10) or more central offices within the 45 day interval set forth above.

The remainder of Section 7.5 is renumbered accordingly.

Section 7.6.1.2 is amended by adding "(EF1)" immediately after the words Entrance Facility.

Section 7.6.1.5 is amended at the last sentence by inserting the words "and Common" after the word "Physical" and before the word "Collocation".

Section 7.6.2 is amended by adding the words "and Common" after the word "Physical" and before the word "Collocation".

Section 7.6.2.1.1 is deleted in its entirety and replaced with the following:

7.6.2.1.1 USWC agrees to apply flat recurring and nonrecurring charges for Common Collocation as set forth in Appendix A for the standard two (2), four (4), and six (6) bay configurations described below. These are interim charges. The Parties agree to meet and confer on or before June 30, 1999 in an effort to establish permanent flat nonrecurring and recurring charges for such standard configurations. All prior payments made by TSS to USWC for common collocation in the standard configurations shall be trued up to reflect the permanent charges agreed to by the Parties. In the event the Parties cannot reach voluntary agreement on permanent charges, either Party may invoke the Dispute Resolution provision of this Agreement to establish permanent charges. Upon request by TSS, USWC shall provide TSS with the relevant invoices for all charges incurred by USWC in providing Common Collocation to TSS.

For Common Collocation the nonrecurring charge and recurring charges set forth in Appendix A are based on the following elements:

TSS' standard bay configuration consists of two (2), four (4), or six (6) bays. Each bay is 7 feet high, 26 inches wide, 15 inches deep and requires a 2.5

inch spacer on either side of the uprights. The bay space also entails an appropriate front and back aisle space component; normally this requires a 36-inch front aisle and 24-inch back aisle. Any equipment bays built to dimension larger than these will require a new space calculation and charge since such bays cannot be accommodated in a standard transmission space footprint. The standard two (2) and four (4) bay configuration will consist of one 40 amp power cable including both A and B feeds and associated ground. The standard six (6) bay configuration will consist of two 40 amp power cables including both A and B feeds and associated ground. The nonrecurring charge for bay configuration includes all charges for any quote preparation, ironwork, cable racking, HVAC and all other space related charges, in addition to charges for customary central office lighting and AC outlets.

When TSS seeks to collocate ATM equipment as described in Section 7.1.5, the Parties shall cooperate fully with each other in order for USWC to provide appropriate Collocation space to TSS for the Collocation of such equipment at a mutually acceptable cost base nonrecurring charge. The recurring charges shall be the same as set forth in Appendix A on a pro rata basis for the square footage occupied by the equipment.

Section 8.2.2 is deleted in its entirety and replaced with the following:

8.2.2 Dedicated Transport

USWC will provide to TSS dedicated transmission facilities ("Dedicated Transport") as set forth herein. Dedicated Transport is defined consistent with § 51.319(d)(1)(i) of the FCC's regulations, 47 CFR and the FCC's First Report and Order, CC-Docket 96-98 dated August 8, 1996, § 51.319(d)(1)(i), as ILEC transmission facilities dedicated to a particular customer or carrier that provide telecommunications between wire centers owned by USWC or CLECs, or between switches owned by USWC or CLECs. USWC shall cooperate with adjacent ILECs to provide Dedicated Transport to TSS, up to USWC boundaries, with the adjacent ILECs. For billing purposes, USWC shall provide such Dedicated Transport to the Billing Interconnection Point ("BIP") between USWC and such adjacent ILECs. TSS may establish carrier POPS at its customer premises pursuant to the applicable FCC regulations. USWC shall not be required to construct new fiber optic or metallic based facilities for TSS between USWC locations and TSS' designated POP with respect to such POP except in the ordinary course of business.

Section 8.2.4.1.1 is amended by adding the following sentences to the end of the existing paragraph.

"TSS shall be responsible for performing its own inside wire and CPE provisioning functions. USWC shall deliver any USWC unbundled Loop ordered by TSS to the NID or equivalent. The last provisioning Party will make the correct connection on its side of the NID."

Section 8.2.4.1.2 is amended by deleting the third paragraph in its entirety and replacing it with the following:

The above work operation will be considered one occurrence and will carry the agreed charge if and as expressly ordered by the Commission. Any additional work required will be billed, if appropriate, as an additional occurrence by single load coil locations and underground splice entered.

Section 8.2.4.1.2 is further amended by deleting the fifth paragraph in its entirety.

Section 8.2.4.1.2.1 is deleted in its entirety.

Section 8.2.4.1.2.2 is renumbered to 8.2.4.1.2.1 and is further amended by deleting the last sentence. "Charges as specified in 8.2.4.1.2.1"

A new section 8.2.4.1.2.2 is added as follows:

8.2.4.1.2.2 If TSS orders multiplexing, TSS will be responsible for notifying USWC of the multiplexing channel plug requirements and settings TSS desires to be established. If TSS 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.

Section 8.2.4.1.2.4 is deleted in its entirety.

A new Section 8.2.4.3.1 is added as follows:

8.2.4.3.1 Digital Capable Loops -. Basic rate ISDN, xDSL and DS1 capable Loops. USWC shall provide TSS with the appropriate NC/NCI ordering codes or information through its technical publications, purchased by TSS, for each of the Digital Capable Loops listed above. These Loops should only be requested when the 2/4 wire non-loaded Loop is either not available or the non-loaded Loop does not meet the technical parameters of TSS' service(s). USWC reserves the right to limit the provisioning of BRI and/or DS1 capable Loops in some areas served by Loop facilities and/or transmission equipment that are not compatible with BRI and/or DS1 service. USWC reserves the right to make some cables unavailable to TSS based on spectrum management considerations. USWC's reservation of rights set forth herein shall only be exercised on a nondiscriminatory basis, i.e. to the same extent that USWC provisions or restricts facilities for itself and others. USWC may utilize repeatered or repeater-less ISDN technology to provide the ISDN Loop to TSS. End to end Loop performance is still contingent upon the underlying make-up of the existing Loop. The Parties shall cooperate fully to establish ordering processes, including ordering codes, so that TSS may correctly order and USWC may efficiently provision and install the digital capable Loops. Unbundled digital Loops are transmission paths capable of carrying specifically formatted and line coded digital signals from the NI on an end user's premises to a USWC CO-NI. The cross connection of digital capable Loops from USWC frames to TSS' equipment shall be provided to continue

the transmission capability of such Loop pursuant to Section 7.5.1.2.1. Unbundled digital Loops may be provided using a variety of transmission technologies including but not limited to metallic wire, metallic wire based digital Loop carrier and fiber optic fed digital carrier systems. USWC will determine the specific transmission technology by which the Loop will be provided. Such technologies are used singularly or in tandem in providing service. DC continuity is not inherent in this service. The Parties acknowledge that the FCC in a pending NPRM, as well as state commissions in their own proceedings, are addressing issues pertaining to the deployment of DSL technologies by CLECs through ILEC digital Loop carrier systems. To the extent required by the FCC or the Commission, USWC shall unbundle network elements or facilities in a non-discriminatory manner.

Section 8.2.4.8.5 is amended to add a new paragraph to the existing section as follows:

USWC standard service intervals can be found on the U S WEST website address, "<http://tariffs.uswest.com>". At that site, select the carrier hotlink, then select the Interconnection Resource Guide and then select Service Order Intervals. USWC shall provide TSS unbundled Loops and other services in accordance with such service intervals.

Section 8.2.4.8.9 is amended to add a new paragraph after the third paragraph as follows:

The USWC technician will notify TSS by telephone when any Loop order is completed. Additionally, the USWC technician will remain available at the site for at least ten minutes after the USWC technician has completed the order and notified TSS. During this ten minute window, TSS may test the circuit and recontact the USWC technician if trouble is encountered.

Section 26.2, Term of Agreement, is amended to change the termination date from May 1, 2001 to May 1, 2002.

Section 26.17 is deleted in its entirety and replaced with the following:

26.17 Dispute Resolution

If any claim, controversy or dispute between the Parties, their agents, employees, officers, directors or affiliated agents related solely to and arising directly from a breach of this Agreement ("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. In all such proceedings each Party shall have reasonable discovery rights. The arbitrator shall not have authority to award punitive damages. All expedited procedures prescribed by the AAA rules shall apply. The arbitrator in his/her discretion may award the prevailing Party some or all of its reasonable attorneys' fees and costs; provided, however, that a Party shall not be considered a "prevailing Party" unless it obtains an award more favorable than that offered by the other Party in its last written offer made at least thirty (30) days prior to the beginning

of the arbitration. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. The arbitration shall occur in the largest city, in the state of Washington, unless otherwise mutually agreed to by the Parties. Nothing in this Section shall be construed to waive or limit either Party's right to seek any relief from the Commission, or the Federal Communications Commission, or Federal Court (including equitable or injunctive relief), 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.

3. Appendix A

Appendix A, is deleted in its entirety and replaced with a new Appendix A, U S WEST and TSS Interconnection Rates - Washington, attached hereto and incorporated herein.

3. Effective Date.

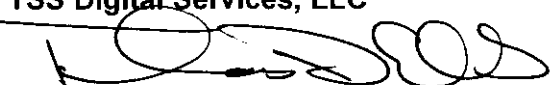
This Second Amendment shall be deemed effective upon approval by the Washington Utilities and Transportation Commission.

4. Further Amendments.

Except as modified herein, the provisions of the Agreement and the First Amendment shall remain in full force and effect. Neither the Agreement, the First Amendment, nor this Second Amendment may be further amended or altered except by written instrument executed by an authorized representative of both parties.

The parties intending to be legally bound have executed this Second Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

TSS Digital Services, LLC

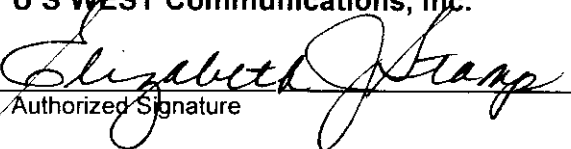

Authorized Signature

Thomas D. Ellis
Name Typed or Printed

Managing Member
Title

May 26, 2000
Date

U S WEST Communications, Inc.


Authorized Signature

Elizabeth J. Stamp
Name Typed or Printed

Director - Interconnect
Title

05/30/00
Date

**APPENDIX A
U S WEST AND COVAD INTERCONNECTION RATES
WASHINGTON**

Rates are interim pending Washington Commission cost docket approval.

The rates and charges which are set forth in this Appendix have been adopted by the Parties on an interim basis. The rates and charges that are set forth in this Agreement are on interim basis and reflect a complete statement of the interim rates to be charged for all of the services offered in this Agreement. These rates and charges are subject to change and adjustment in two situations. First, upon the conclusion and issuance of a final order by the Commission which establishes rates and charges in the AT&T arbitration proceeding (UT-960369, et al), the rates and charges established in this Appendix A shall be changed and modified to reflect the rates and charges established in the AT&T arbitration proceeding. Second, at such time as the Commission has concluded its regulatory proceeding, and established permanent rates and charges, this Appendix A shall be, again, finally changed and modified to reflect the rates and charges established in the regulatory proceeding.

In each case, the corrected and modified rates and charges shall be evidenced by a written document entitled "Appendix A" that shall be dated, initialed by the Parties, and identified as being established pursuant hereto. Moreover, the rates and charges, except as otherwise expressly set forth in this Appendix A, will be effective on a prospective, going-forward basis, without refund or adjustment for previous amounts paid.

Note: The Parties have agreed to rates and charges for Common Channel Signaling Access Service as enumerated below. These specific rates and charges will not be subject to the correction and modification described above as a result of the AT&T arbitration proceeding.

In the event that the text of this Agreement references a rate (or rate element) that is not contained in this Appendix A and TSS wishes to obtain such element from USWC, USWC will provide the applicable rate upon request by TSS.

RESALE

Resale services include all retail telecommunications service offerings except Voice Mail and Inside Wire. Voice-Mail and Inside Wire services are not subject to Resale. Private Line Services may be resold at the current private line rates.

Wholesale Discount Rate	16%
Customer Transfer Charge - per Line	\$ 5.00

UNBUNDLED NETWORK ELEMENTS

Unbundled Loop

Network Interface Device	\$ 0.53
Unbundled Loop - Recurring - per Line per Month	\$ 11.33
Digital Capable Loops DS1 Capable Loop Non-Recurring Charge	\$ *
Basic Rate ISDN Capable Loop Recurring	\$ 11.33

DS1 Capable Loop	\$	90.55
Regeneration Recurring		
DS1	\$	13.45
DS3	\$	88.14
Extension Technologies	\$	24.45
Unbundled Loop - Residential Non-Recurring Charge	\$	*
Unbundled Loop - Business Non-Recurring Charge	\$	*

* Note: Per the Commission's Approval at page 13, paragraph H, the interim rate for an unbundled loop shall equal the existing retail non-recurring charge minus the avoided cost discount. The Residential charge would be the 1FR tariffed rate minus the 16% wholesale discount and the Business charge would be the 1FB rate minus the 16% wholesale discount.

Local Switching

Port - per Line per Month	\$	1.04
Usage - per Minute	\$	0.0018

Entrance Facilities

DS1 Electrical Recurring	\$	99.78
DS1 Electrical Non-Recurring	\$	563.92
DS3 Electrical Recurring	\$	404.24
DS3 Electrical Non-Recurring	\$	668.95

Transport

Dedicated Transport			
DS0 - per Month	\$		4.26
DS1		<u>Fixed</u>	<u>Per Mile</u>
0 Miles		None	None
Over 0 to 8 Miles	\$	41.72	\$ 0.67
Over 8 to 25 Miles	\$	41.72	\$ 0.84
Over 25 to 50 Miles	\$	41.73	\$ 2.97
Over 50 Miles	\$	41.73	\$ 3.49
DS3		<u>Fixed</u>	<u>Per Mile</u>
0 Miles		None	None
Over 0 to 8 Miles	\$	283.30	\$ 13.83
Over 8 to 25 Miles	\$	284.17	\$ 15.03
Over 25 to 50 Miles	\$	291.31	\$ 39.19
Over 50 Miles	\$	293.91	\$ 44.74

Multiplexing - per Arrangement		
DS1 to DS3 - Recurring	\$	218.58
DS1 to DS3 - Non-Recurring	\$	418.45

Tandem Switched Transport		
Tandem Switching - per Minute	\$	0.0014

Tandem Transmission	<u>Per Minute</u>	<u>Per Minute Per Mile</u>
0 Miles	None	None
Over 0 to 8 Miles	\$ 0.000411	\$ 0.000009
Over 8 to 25 Miles	\$ 0.000411	\$ 0.000007
Over 25 to 50 Miles	\$ 0.000408	\$ 0.000008
Over 50 Miles	\$ 0.000409	\$ 0.000015

Tandem Switching - per Minute	\$	0.0014
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Signaling

Signaling Link - per Link per Month	\$	45.81	
Signaling Link - First Link - Non-Recurring	\$	504.68	**
Signaling Link - Each Additional Link - Non-Recurring	\$	72.42	**

** Note: Per the Commission's letter dated July 18, 1997, stating that the Commission's Approval also adopted U S WEST's proposed Signaling Link Non-Recurring Charges.

Signal Transfer Point - per Message	\$	0.00004
Service Control Point / Database - per Message	\$	0.00095

Operator Systems

Directory Assistance - per Line per Month	\$	0.14106
Busy Line Verify - per Call	\$	0.72
Busy Line Interrupt - per Call	\$	0.87

Transport and Termination	Bill & Keep
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INTERIM NUMBER PORTABILITY

Non-Recurring		
Service Establishment - per Switch per Route	\$	43.80
Service Establishment - Additional Number Ported or changes to existing Number - per Number Ported	\$	9.49
Additional and Consecutive Numbers Ported on same account name and Consecutive Numbers - per Number Ported	\$	7.05

VIRTUAL, COMMON, AND PHYSICAL COLLOCATION

Quote Preparation Fee	\$	2,437.30
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TSS Typical Cageless Collocation	<u>Recurring</u>	<u>Non-Recurring</u>
2 Bay Configuration	\$ 700.00	\$ 18,000.00
4 Bay Configuration	\$ 770.00	\$ 27,656.00
6 Bay Configuration	\$ 1,390.00	\$ 45,656.00

Entrance Facility (EFI)- 2 fibers	\$ 2.07	\$ 1,307.45
2-wire DS0 EICT	\$ 1.41	\$ 339.61
4-wire DS0 EICT	\$ 1.79	\$ 339.61
DS1 EICT	\$ 9.12	\$ 405.02
DS3 EICT	\$ 31.93	\$ 433.23
DS1 EICT - regeneration	\$ 14.38	\$ 405.02
DS3 EICT - regeneration	\$ 94.24	\$ 433.23

		<u>Non-Recurring</u>
Entrance Enclosure		
Manhole - per Month per Manhole		\$ 27.61 ***
Handhold - per Month per Handhold		\$ 15.22 ***
Conduit and Interduct from Entrance Enclosure to Cable Vault - per Foot per Month		\$ 0.42 ***
Core Drill - per Core		\$ 363.13 ***
Riser from Cable Vault to Customer Designated Equipment - per Foot per Month		\$ 0.47 ***
Fiber Optic Cable (24 fiber increments) - per Foot per Month		\$ 0.05 ***
Fiber Cable Placement in Conduit and Riser - per Foot		\$ 1.66 ***
Copper Cable per 25 pair - per Month		\$ 0.012 ***
Copper Cable Splicing - per Splice		\$ 91.27 ***
Copper Cable Placement in Conduit and Riser - per Foot		\$ 1.66 ***
Coax Cable RG59 - per Foot per Month		\$ 0.20 ***

*** Note: Per the Commission's Approval at page 13, paragraph I, to the extent there is any conflict between these prices and the previous collocation prices, the previous prices shall apply.

Cable Splicing		
Per Setup		\$ 103.59
Per Fiber Spliced		\$ 12.95

48 Volt Power - per Ampere per Month \$ 13.45

48 Volt Power Cable (per foot)	<u>Recurring</u>	<u>Non-Recurring</u>
20 Ampere Capacity	\$ 0.15	\$ 68.37
40 Ampere Capacity	\$ 0.20	\$ 92.71
60 Ampere Capacity	\$ 0.22	\$ 104.42
Grounding/per foot	\$.1572	\$ 6.18

Equipment Bay - per Shelf \$ 8.58

Cable Racking \$ ICB

	<u>Regular Hours</u>	<u>After Hours</u>
Inspector - per ½ Hour	\$ 28.62	\$ 37.20
Training - per ½ Hour	\$ 25.36	None
Engineering - per ½ Hour	\$ 24.73	\$ 33.09
Installation - per ½ Hour	\$ 28.62	\$ 37.20
Maintenance - per ½ Hour	\$ 25.36	\$ 33.73
Rent (w/ Maintenance) - per square foot - Zone 1		\$ 2.75
Rent (w/ Maintenance) - per square foot - Zone 2		\$ 2.26
Rent (w/ Maintenance) - per square foot - Zone 3		\$ 2.06
SPOT Bay Termination		
DS0 Per Termination	\$.0018	\$ 5.39
DS1 Per Termination	\$.0598	\$ 23.51
DS3 Per Termination	\$.7170	\$ 329.31
Cable Racking Maintenance /per cable	\$.0462	None
Cage / Hard Wall Enclosure		ICB****
Common Collocation		ICB*****
HVAC		ICB*****

*** Note: This element will be priced on an individual case basis, per the Commission's Approval

**** Note: Rates for Common Collocation are the same as those for Physical Collocation with the exception of the following: (1) the cage enclosure in grounding do not apply; (2) the square footage for Common Collocation is a pro-rata charge based on the cost for Physical Collocation.