

**Amendment No. 1
to the
Interconnection Agreement
Between
DSLnet Communications LLC
and
U S WEST Communications, Inc.

Nebraska**

This is Amendment No. 1 ("the Amendment") to the Interconnection Agreement between DSLnet Communications LLC ("DSLnet") and U S WEST Communications, Inc. ("USW") ("the Agreement"). This Amendment shall be deemed effective as of the date of its approval by the Nebraska Public Service Commission ("Commission").

RECITALS

WHEREAS, the Parties entered into the Agreement, which was executed by DSLnet on July 28, 1999 and by USW on July 30, 1999; and

WHEREAS, the Agreement was approved by the Commission on, and was effective as of, September 29, 1999; and

WHEREAS, DSLnet has expressed a desire to place orders for Unbundled Dedicated Interoffice Transport ("UDIT"), Asymmetric Digital Subscriber Loop ("ADSL") and line conditioning in the form of Load Coil and Bridge Tap removals; and

WHEREAS, the Parties wish to amend the Agreement to include UDIT, ADSL and line conditioning, along with the associated rate elements:

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Delete Section 8.2.4, Unbundled Loops, in its entirety and replace it with the language attached hereto and incorporated herein as Attachment 1 to this Amendment;
2. Add, as a new Section 8.2.8, Unbundled Dedicated Interoffice Transport, the language attached hereto and incorporated herein as Attachment 1 to this Amendment;
3. Amend Appendix A to reflect the rates for the above-referenced amended sections, attached hereto and incorporated herein as Attachment 1 to this Amendment.

Except as modified by this Amendment No. 1, all terms and conditions of the Agreement shall remain in full force and effect.

DSLnet Communications LLC

U S WEST Communications, Inc.

Authorized Signature

Authorized Signature

Name Typed or Printed

Name Typed or Printed

Title

Title

Date

Date

ATTACHMENT 1

8.2.4 Unbundled Loops

8.2.4.1 Description

An Unbundled Loop establishes a transmission path between a central office distribution frame (or equivalent) up to, and including, USW's network interface device (NID) and/or demarcation point. For existing Loops, the inside wire connection to the NID, and/or demarcation point, will remain intact. Unbundled Loops are available in three categories: (i) 2-Wire or 4-Wire Analog, (ii) 2-Wire or 4-Wire Non-Loaded and (iii) Digital Capable - either Basic Rate ISDN or DS1.

8.2.4.2 Terms and Conditions

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

8.2.4.2.2 When DSLnet requests a non-loaded Unbundled Loop and there are none available, USW will contact DSLnet to determine if DSLnet wishes to have USW unload a Loop. If the response is affirmative, USW will dispatch a technician to "condition" the loop by removing load coils and excess bridge taps (i.e., "deload" the Loop) in order to provide DSLnet with a Non-Loaded Loop. DSLnet will be charged the cable unloading and bridge tap removal non-recurring charge in addition to the Unbundled Loop installation nonrecurring charge. Placement of repeaters either in the field or in the Central Office are not included as part of the conditioning charge. Repeater placement is included under Extension Technology.

8.2.4.2.3 When DSLnet requests a Basic Rate ISDN Capable Loop, USW will dispatch a technician to provide an Extension Technology that may include the placement of repeaters, either Central Office or in the field, or BRITES cards in both the COT and RT in order to make the Loop ISDN Capable. The ISDN Capable Loop may also require conditioning, (e.g., removal of loads or bridged tap). DSLnet will be charged an Extension Technology recurring charge in addition to the unbundled Loop recurring charge as specified in Appendix A of this Agreement.

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

When DSLnet requests an ADSL Qualified Loop USW uses an ADSL filter as a loop qualification tool. Qualification characteristics filtered are loop make-up, non-loaded, within dB loss threshold and limited bridge tap. Provision of an ADSL qualified Loop does not guarantee that the Loop will satisfy DSLnet's equipment requirements. When DSLnet requests an ADSL Qualified Unbundled Loop and there are none available, USW will contact DSLnet to determine if DSLnet wishes to select an alternate product such as an BRI-ISDN Capable or Non Loaded Unbundled Loop.

USW reserves the right to limit the provisioning of ADSL Qualified, BRI and/or DS1 capable loops in some areas served by Loop facilities and/or transmission equipment that are not compatible with BRI and/or DS1 service. USW reserves the right to make some cables unavailable to DSLnet based on spectrum management considerations.

Spectrum Management is the subject of a pending NPRM (First Report and Order Notice of Proposed Rulemaking, Deployment of Wireline Services Offering Advanced Telecommunications Capability – CC Docket Number 98147). The FCC has sought comments from all interested parties. USW will comply with Spectrum Management rules issued by the FCC and standards defined by the ANSI Standards Subcommittee T1E1.4.

8.2.4.2.4 DSLnet has four installation options available when ordering an Unbundled Loop. Depending upon the type of Loop ordered (analog or digital capable), the rates for the installation options will vary.

8.2.4.2.4.1 Basic Installation Option for Existing Service

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

8.2.4.2.4.2 Basic Installation with Performance Testing Option for New Service

The Basic Installation with Performance Testing option may be ordered for new service only. For new service that has not previously existed, USW will complete the circuit wiring per the WORD document and/or the service order. USW will perform the required performance tests to ensure the new circuit meets the required parameter limits. The test results are recorded as benchmarks for future testing purposes. The test results are forwarded to DSLnet by USW.

8.2.4.2.4.3 Coordinated Installation With Cooperative Testing Option

The Coordinated Installation with Cooperative Testing option may be ordered for new or existing service. For an existing USW or other Co-Provider end user changing to DSLnet, the Coordinated Installation option is a “lift and lay” procedure with cooperative testing. DSLnet has the option of designating a specific appointment time when the order is placed. If no appointment time is specified when the order is initiated, DSLnet will provide such information to USW at least 48 hours prior to the desired appointment time. At the appointment time, USW will “lift” the Loop from its current termination and “lay” it on its new termination connecting to DSLnet. USW will complete the required performance tests and perform other testing as requested by DSLnet. Testing requested by DSLnet that exceeds testing requirements contained in USW’s Technical Publication 77384 will be billed to DSLnet. Test results will be recorded as benchmarks for future testing and will be forwarded to DSLnet.

8.2.4.2.4.4 Coordinated Installation Without Testing for Existing Service

Coordinated Installation without Testing may be ordered for 2-wire analog loop start or ground start unbundled Loops. For an existing USW or other Co-Provider end user changing to DSLnet, this option remains a “lift and lay” procedure, but offers DSLnet the ability to coordinate the conversion activity, allowing DSLnet’s end user to pre-plan for minimal service interruption. At DSLnet’s designated time, USW will contact DSLnet with notification that the work activity is beginning. If no appointment time is specified when the order is initiated, DSLnet will

provide such information to USW at least 48 hours prior to the desired appointment time. At the appointment time, USW “lifts” the Loop from its current termination and “lays” it on its new termination connecting to DSLnet. Once the work has been completed USW will notify DSLnet that the “lift and lay” procedure has been completed.

- 8.2.4.2.5 Multiplexing of the Unbundled Loop. DSLnet may order multiplexing for Unbundled Loops under the same multiplexing provisions and pricing as provided in the UDIT Section of this Part E.
- 8.2.4.2.6 Unbundled Loops are provided in accordance with the specifications, interfaces and parameters described in USW's Technical Publication 77384. USW's sole obligation is to provide and maintain Unbundled Loops in accordance with such specifications, interfaces and parameters. USW does not warrant that Unbundled Loops are compatible with any specific facilities or equipment or can be used for any particular purpose or service. Transmission characteristics may vary depending on the distance between DSLnet's end user and USW's end office and may vary due to characteristics inherent in the physical network. USW, in order to properly maintain and modernize the network, may make necessary modifications and changes to the UNEs in its network on an as needed basis. Such changes may result in minor changes to transmission parameters. Changes that affect network interoperability require advance notice pursuant to the Notice of Changes Section of this Agreement.
- 8.2.4.2.7 If there is a conflict between an end user (and/or its respective agent) and DSLnet regarding the disconnection or provision of unbundled Loops, USW will honor the latest dated POA designating an agent by the end user or its respective agent.
- 8.2.4.2.8 Facilities and lines furnished by USW on the premises of DSLnet's end user up to and including the NID or equivalent are the property of USW. USW must have access to all such facilities for network management purposes. USW's employees and agents may enter said premises at any reasonable hour to test and inspect such facilities and lines in connection with such purposes or upon termination or cancellation of the unbundled Loop service to remove such facilities and lines.
- 8.2.4.2.9 Unbundled Loops include the facilities between USW distribution frame up to and including USW's NID located at DSLnet's end user premises. The connection between the distribution frame and DSLnet facilities is accomplished via a connection placed by DSLnet on the ICDF. The tie cables between DSLnet's Collocation, the ICDF and the USW distribution frame are established in conjunction with DSLnet's facility forecast.

- 8.2.4.2.10 DSLnet will be responsible to submit to USW a disconnect order for an Unbundled Loop that is relinquished by the end user due to cessation of service. Absent a disconnect order, USW may reclaim the relinquished Unbundled Loop if required to provide telecommunication services to a new end user. The Unbundled Loop facility must be returned to USW in the same condition in which it was delivered.
- 8.2.4.2.11 In the event of transfer of the end user's service from USW to DSLnet, USW will be responsible to submit a disconnect order.
- 8.2.4.2.12 In the event of transfer of the end user's service from DSLnet to another Co-Provider, the new Co-Provider will issue a request for transfer of service, resulting in the appropriate disconnection and reconnection of service.

8.2.4.3 Rate Elements

The following Unbundled Loop rate elements are contained in Appendix A of this Agreement.

- 8.2.4.3.1 Analog - 2 and 4 wire voice grade. Unbundled analog Loops are transmission paths capable of carrying analog voice frequency signals from the network interface (NI) on the end user's premises to a USW Central Office Network Interface (CO-NI). Unbundled analog Loops may be provided using a variety of transmission technologies including but not limited to metallic wire, metallic wire based digital loop carrier and fiber optic fed digital carrier systems. Such technologies are used singularly or in tandem in providing Loops. Direct Current (DC) continuity is not inherent in this service.
- 8.2.4.3.2 Non-Loaded - 2 and 4 wire non-loaded loops. Unbundled Non-Loaded Loops are transmission paths capable of carrying specifically line coded digital signals from the NI on an end user's premises to a USW CO-NI. Unbundled Non-Loaded Loops use only metallic wire facilities. After these Loops are ordered and the design layout record is reviewed by DSLnet, it is DSLnet's responsibility to determine if the Loop meets the technical parameters set forth by the specific digital service. Charges shall apply for unloading cable pairs in the event that non-loaded Loops are not available.
- 8.2.4.3.3 Digital Capable Loops - ADSL Qualified, Basic rate ISDN and DS1 Capable Loops. Unbundled digital Loops are transmission paths capable of carrying specifically formatted and line coded digital signals from the NI on an end user's premises to a USW CO-NI. Unbundled digital Loops may be provided using a variety of transmission technologies including but not limited to metallic wire, metallic wire based digital loop carrier and fiber optic fed digital carrier systems. USW will determine the specific transmission

technology by which the Loop will be provided. Such technologies are used singularly or in tandem in providing service. DC continuity is not inherent in this service. Charges shall apply for conditioning of the digital capable loops, as requested by DSLnet, if necessary, as determined by USW.

8.2.4.3.4 Unbundled Loop recurring monthly rates.

8.2.4.3.5 Unbundled Loop non-recurring installation charges based on the installation option requested.

8.2.4.3.6 DS1 Regeneration recurring charge as described earlier in this Section.

8.2.4.3.7 Conditioning non-recurring charge as described earlier in this Section.

8.2.4.3.8 Basic Rate ISDN Extension Technology recurring charge as described earlier in this Section.

8.2.4.4 Ordering Process

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

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

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

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

8.2.4.4.5 When applicable, DSLnet 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.

- 8.2.4.4.6 LSRs are processed through the Interconnect Service Center. Refer to USW's Interconnect & Resale Resource Guide for the appropriate cut-off times for order receipt.
- 8.2.4.4.7 Firm Order Confirmation (FOC) will be sent on all Unbundled Loop firm order requests. Refer to USW's Interconnect & Resale Resource Guide for the FOC interval.
- 8.2.4.4.8 USW will provide Design Layout Records (DLR) when requested on terms and conditions consistent with USW end users.
- 8.2.4.4.9 USW will provide jeopardy notification that is substantially similar to that provided to USW end users.
- 8.2.4.4.10 USW will provide completion notification that is substantially similar to that provided to USW end users.
- 8.2.4.4.11 Miscellaneous Charges may include Due Date Change Charges, Design Change Charges, Cancellation Charges, Additional Dispatch Charge, Expedite Order Charge, Additional Engineering, Installation Out of Hours, Maintenance of Service, Premises Work Charges, Additional Cooperative Testing, Non-Scheduled Testing, Automatic Scheduled Testing, Cooperative Scheduled Testing, Manual Testing, Manual Scheduled Testing. Rates are contained in the applicable state Tariff.

8.2.4.5 Maintenance and Repair

- 8.2.4.5.1 DSLnet 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. DSLnet will perform trouble isolation on the Unbundled Loop and any associated UNEs prior to reporting trouble to USW. USW will work cooperatively with DSLnet to resolve trouble reports when the trouble condition has been isolated and found to be within a portion of USW's network. The Parties will cooperate in developing mutually acceptable test report standards. When the trouble is not in USW's network, DSLnet shall be charged maintenance charges in accordance with the applicable time and materials charges in USW's Tariff.
- 8.2.4.5.2 USW will perform tests to isolate the service trouble. If no trouble is found, USW will notify DSLnet. If the trouble is isolated to the Central Office, or a USW facility, USW will repair, without charge, as long as the trouble is not attributed to DSLnet's Collocation equipment, cabling, and/or cross connects. If the trouble is attributed to DSLnet's Collocation equipment, cabling or cross connects, USW will notify DSLnet and charges will apply. If the trouble is on the end user's side of the NID, the trouble will be referred back to DSLnet and charges will apply for trouble isolation.

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

8.2.8 Unbundled Dedicated Interoffice Transport

8.2.8.1 Description

- 8.2.8.1.1 Unbundled Dedicated Interoffice Transport (UDIT) provides DSLnet with a network element of a single transmission path between USW Wire Centers in the same LATA and state. UDIT is a bandwidth-specific interoffice transmission path designed to a DSX panel (or equivalent) in each USW Wire Center. DSLnet must have a presence in the USW Serving Wire Center and have requested termination capacity through the Collocation process. UDIT is available in DS0, DS1, DS3, OC-3, OC-12 where facilities are available. UDIT is distance sensitive and is for the sole use of DSLnet. DSLnet can assign channels and transport its choice of voice or data. UDIT is a point-to-point service and not a self healing product. Specifications, interfaces and parameters are described in Technical Publication 77389B (or C).
- 8.2.8.1.2 Unbundled Multiplexer is offered as a stand alone element associated with UDIT. A 3/1 Multiplexer provides DSLnet with the ability to de-multiplex the DS3 44.736 Mbps signal to 28 DS1 1.544 Mbps channels. The 3/1 Multiplexer includes a DS3 terminated at a DS3 ICDF and 28 DS1s terminated at the DS1 ICDF. A 1/0 Multiplexer provides DSLnet with the ability to de-multiplex the DS1 1.544 Mbps signal to 24 DS0 64 Kbps channels. The 1/0 Multiplexer includes a DS1 terminated at a DS1 ICDF and 24 DS0s terminated at the ICDF.
- 8.2.8.1.3 Extended UDIT (E-UDIT) provides DSLnet with an Unbundled Network Element that is a band-width specific transmission path between a USW Wire Center and the Wire Center of DSLnet or an Interexchange Carrier IXC POP within the same USW Serving Wire Center area. E-UDIT is available in DS1, DS3, OC-3 and OC-12 where USW facilities exist to carry the desired bandwidth and must be joint-engineered with USW. E-UDIT is a dedicated service for the sole use of DSLnet. The E-UDIT may be used for voice or data traffic but may not be used for bypass of toll or access charges. One end of the E-UDIT must terminate in the local USW Serving Wire Center. This termination will be at the appropriate cross-connect frame. DSLnet must have a presence in the USW Serving Wire Center and have requested termination capacity through the Collocation process. E-UDIT is a point-to-point service and not a self healing product. Associated rates are not distance sensitive. Specifications, interfaces and parameters are described in Technical Publication 77389C.

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

8.2.8.2 Terms and Conditions

8.2.8.2.1 DSLnet is responsible for performing cross connections between UDIT, E-UDIT and other UNEs and transmission design work including regeneration requirements for such connections.

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

8.2.8.2.3 For E-UDIT, USW may not provide equipment at the other carrier's Wire Center to provide a joint-engineered signal. The E-UDIT handed off to DSLnet at the USW end will be that ordered by DSLnet. For E-UDIT DS-3 or above, USW provides an Optical Interface at the location requested by DSLnet. This Interface will be on a FDP provided by USW and placed where approved by the other carrier and building owner. In the case of the IXC E-UDIT, the space must be provided by the IXC carrier.

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

E-UDIT is intended to be transport between the appropriate USW Serving Wire Center and another carrier's Wire Center, distinct from

an end user and within USW territory. E-UDIT cannot traverse a USW Wire Center. The location of the other carrier will be considered a carrier Wire Center only if it meets certain criteria: 1) Its location has V&H coordinates, 2) The Wire Center contains a device that switches traffic, or a node leading to such a switch, 3) The switch is registered with a CLLI code listed in the LERG.

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

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

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

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

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

8.2.8.3 Rate Elements

8.2.8.3.1 DS1 UDIT

8.2.8.3.1.1 DS1 Transport Termination (Fixed)

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

8.2.8.3.1.2 DS1 Transport Facilities (Per Mile)

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

Central Offices. This is a mileage sensitive element based on the V&H coordinates of the DS1 UDIT. The mileage is calculated between the originating and terminating offices.

8.2.8.3.1.3 DS1 Non-Recurring Termination

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

8.2.8.3.2 DS3 UDIT

8.2.8.3.2.1 DS3 Transport Termination (Fixed)

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

8.2.8.3.2.2 DS3 Transport Facilities (Per Mile)

An interoffice transport network element providing a transmission path up to 44.736 Mbps between USW Central Offices. This is a mileage sensitive element based on the V&H coordinates of the DS3 UDIT. The mileage is calculated between the originating and terminating offices.

8.2.8.3.2.3 DS3 Non-Recurring Termination

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

8.2.8.3.3 DS0 UDIT

8.2.8.3.3.1 DS0 Transport Termination (Fixed)

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

8.2.8.3.3.2 DS0 Transport Facilities (Per Mile)

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

based on the V&H coordinates of the DS0 UDIT. The mileage is calculated between the originating and terminating offices.

8.2.8.3.3.3 DS0 Non-Recurring Termination

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

8.2.8.3.3.4 Low Side Channelization (LSC)

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

8.2.8.3.4 OC-3 UDIT

8.2.8.3.4.1 OC-3 Transport Termination (Fixed)

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

8.2.8.3.4.2 OC-3 Transport Facilities (Per Mile)

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

8.2.8.3.4.3 OC-3 Non-Recurring Termination

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

8.2.8.3.5 OC-12 UDIT

8.2.8.3.5.1 OC-12 Transport Termination (Fixed)

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

8.2.8.3.5.2 OC-12 Transport Facilities (Per Mile)

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

8.2.8.3.5.3 OC-12 Non-Recurring Termination

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

8.2.8.3.6 3/1 Multiplexing

8.2.8.3.6.1 Recurring Multiplexing

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

8.2.8.3.6.2 Non-Recurring Multiplexing

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

8.2.8.3.7 1/0 Multiplexing

8.2.8.3.7.1 Recurring Multiplexing

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

8.2.8.3.7.2 Non-recurring Multiplexing

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

8.2.8.3.7.3 Low Side Channelization (LSC)

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

8.2.8.3.8 DS-1 E-UDIT

8.2.8.3.8.1 DS-1 Facility

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

8.2.8.3.8.2 DS-1 Non-Recurring Termination

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

8.2.8.3.9 DS-3 E-UDIT

8.2.8.3.9.1 DS-3 Facility

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

8.2.8.3.9.2 DS-3 Non-Recurring Termination

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

8.2.8.3.10 OC-3 E-UDIT

8.2.8.3.10.1 OC-3 Facility

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

8.2.8.3.10.2 OC-3 Non-Recurring Termination

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

8.2.8.3.11 OC-12 E-UDIT

8.2.8.3.11.1 OC-12 Facility

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

8.2.8.3.11.2 OC-12 Non-Recurring Termination

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

8.2.8.3.12 Meet Point UDIT (DS-0, DS-1, DS-3, OC-3, OC-12)

8.2.8.3.12.1 Transport Termination (USW end only)

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

8.2.8.3.12.2 Transport Facilities (Per Mile)

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

8.2.8.3.12.3 Non-Recurring Termination

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

8.2.8.3.12.4 Recurring and non-recurring charges for Meet Point UDIT are the same as for the comparable bandwidth of UDIT. Only one ITP is applied for Meet Point UDIT.

8.2.8.3.13 When required, USW will provide Regeneration at the rates contained in Appendix A.

8.2.8.4 Ordering Process

- 8.2.8.4.1 Ordering processes and installation intervals are contained in the Service Interval Guide. UDIT and E-UDIT are ordered via the ASR process.
- 8.2.8.4.2 Prior to ordering DS-3 or above UDIT, or any E-UDIT, an inquiry must be completed to determine if facilities exist. The inquiry is done by completing an IAC (Infrastructure Availability Center) form, which can be obtained from the Account Team.
- 8.2.8.4.3 UDIT is ordered with basic installation. USW will notify DSLnet when the work activity is complete. Test results performed by USW are not provided to DSLnet. E-UDIT requires coordinated/ cooperative installation and test results will be provided.
- 8.2.8.4.4 UDIT 3/1 multiplexing is provisioned as a complete system with terminations at the high side and low side of the multiplexer and all multiplexing cards. DSLnet must order settings for all cards at the time of the multiplexing request.
- 8.2.8.4.5 For UDIT 1/0 multiplexing, the high side is fully provisioned with the order. The low side is provisioned when low side channels are ordered. Optional card settings are selected by DSLnet at the time of the DS0 order.

8.2.8.5 Maintenance and Repair

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

**Unbundled Network Elements
Rates – Nebraska**

	Recurring Charge	Nonrecurring Charge
- ITP (Interconnection Tie Pairs)		
- ITP, Per Termination		
- 2 wire DS0 ITP	\$ 0.95	\$ 291.88 *
- 4 wire DS0 ITP Analog	\$ 1.86	\$ 291.88 *
- DS1 ITP	\$ 9.26	\$ 331.24 *
- DS3 ITP	\$ 32.44	\$ 332.92 *
* Nonrecurring ITP charge waived if ordered with other service		
- E-UDIT (Extended Unbundled Dedicated Interoffice Transport)		
- DS1 EUDIT	\$ 62.35	\$ 448.36
- DS3 EUDIT	\$ 301.78	\$ 448.36
- OC-3 EUDIT	\$ 1075.54	\$ 448.36
- OC-12 EUDIT	\$ 1434.45	\$ 448.36
- UDIT (Unbundled Dedicated Interoffice Transport)		
- UDIT Regeneration		
- DS1	\$14.59	\$331.24
- DS3	\$95.64	\$332.92
- DS0 UDIT		\$293.55
	Fixed	Per Mile
- 0 miles	None	None
- Over 0 to 8 miles	\$ 21.18	\$ 0.10
- Over 8 to 25 miles	\$ 21.18	\$ 0.10
- Over 25 to 50 miles	\$ 21.21	\$ 0.18
- Over 50 miles	\$ 21.19	\$ 0.11
	Recurring Charge	Nonrecurring Charge
- DS1 UDIT		\$ 302.91
	Fixed	Per Mile
- 0 miles	None	None
- Over 0 to 8 miles	\$ 42.11	\$ 0.60
- Over 8 to 25 miles	\$ 42.11	\$ 0.68
- Over 25 to 50 miles	\$ 42.12	\$ 1.96
- Over 50 miles	\$ 42.11	\$ 1.11
	Recurring Charge	Nonrecurring Charge
- DS3 UDIT		\$ 302.91
	Fixed	Per Mile
- 0 miles	None	None
- Over 0 to 8 miles	\$ 287.39	\$ 12.50
- Over 8 to 25 miles	\$ 287.77	\$ 12.97
- Over 25 to 50 miles	\$ 287.99	\$ 11.87
- Over 50 miles	\$ 296.79	\$ 29.15
	Recurring Charge	Nonrecurring Charge
- OC-3 UDIT		\$ 331.92
	Fixed	Per Air Mile
- 0 miles	None	None
- Over 0 to 8 miles	\$ 866.26	\$ 232.61
- Over 8 to 25 miles	\$ 873.52	\$ 71.49
- Over 25 to 50 miles	\$ 834.25	\$ 88.82
- Over 50 miles	\$ 865.39	\$ 60.92

	Recurring Charge	Nonrecurring Charge
- OC-12 UDIT		\$ 331.92
	Fixed	Per Air Mile
- 0 miles	None	None
- Over 0 to 8 miles	\$ 1874.48	\$ 139.62
- Over 8 to 25 miles	\$ 1823.84	\$ 153.49
- Over 25 to 50 miles	\$ 2148.45	\$ 87.60
- Over 50 miles	\$ 2103.80	\$ 93.63
	Recurring Charge	Nonrecurring Charge
- DS0 UDIT Low Side Channelization	\$ 6.59	N/A
- Multiplexing		
- DS1 to DS0	\$ 224.47	\$ 298.36
- DS3 to DS1	\$ 214.43	\$ 305.47
- DS1/DS0 Mux Low Side Channelization	\$ 3.29	\$ 231.47
- Unbundled Loops		
- Analog Loops		
- 2-wire loop	\$ 25.95	N/A
- 4-wire loop	\$ 48.70	N/A
- Non-loaded Loops		
- 2- wire Non-loaded Loops	\$ 25.95	N/A
- 4- wire Non-loaded Loops	\$ 48.70	N/A
-Unloading/Conditioning Charge	N/A	\$ 574.42
- Digital Capable Loops		
- Basic rate ISDN capable Loop	\$ 25.95	N/A
- DS1 capable Loop	\$ 95.16	N/A
- Regeneration		
- DS1	\$ 14.59	N/A
- ADSL Qualified	\$25.95	N/A
- Extension Technology	\$ 20.55 *	
* This charge applies when a Co-Provider requests ISDN capability on an unbundled loop greater than 18 kft.		
- Loop Installation Charges		
- Basic Installation		
- DS1 Loop	N/A	\$ 548.16
- First Analog Loop	N/A	\$ 112.95
- Each Additional Analog Loop (same location, same order)		\$ 62.12
- Basic Installation w/ Performance Testing		
- First Loop	N/A	\$ 181.50
- Each additional Loop (same location, same order)	N/A	\$ 92.03
- Coordinated Installation w/ Cooperative Testing		
- First Loop	N/A	\$ 231.68
- Each additional Loop (same location, same order)	N/A	\$ 142.21
- Coordinated Installation w/o Cooperative Testing		
- First Loop	N/A	\$ 121.74
- Each additional Loop (same location, same order)	N/A	\$ 61.61